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Building B-3, Suite 200, Atlanta, Georgia 30328
phone: 770-569-2105, fax: 770-410-1608

September 8, 2008

VIA U.S. MAIL

Ms. Sharla Dillon
Tennessee Regulatory Authority
Dockets & Records Office
460 James Robertson Pkwy.
Nashville, TN 37243-0505

08-00177

re: Approval of the Interconnection Agreement Negotiated by and between Millington Telephone Company, Inc. and Level 3 Communications, LLC Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996

Dear Sharla:

Enclosed for filing are four (4) copies of the Interconnection Agreement negotiated by and between Millington Telephone Company, Inc. and Level 3 Communications, LLC. The Parties request approval of the agreement by the Tennessee Regulatory Authority.

If you will recall, the first mailing did not arrive at the Authority complete. Apparently the box containing the original and copies was damaged during mailing and the contents spilled out.

Also enclosed is a \$25.00 check for the filing fee.

Thank you for your assistance in this matter.

Sincerely,

Mark A. Ozanick, Staff Consultant
John Staurulakis, Inc. (JSI)

HEADQUARTERS:

7852 Walker Drive, Suite 200, Greenbelt, MD 20770
phone: 301-459-7590, fax: 301-577-5575
internet: www.jsitel.com, e-mail: jsi@jsitel.com

Echelon Building II, Suite 200
9430 Research Boulevard, Austin, TX 78759
phone: 512-338-0473, fax: 512-346-0822

Engandale Corporate Center, Suite 310
1380 Corporate Center Curve, Eagan, MN 55121
phone: 651-452-2660, fax: 651-452-1909

547 South Oakview Lane
Bountiful, UT 84010
phone: 801-294-4576, fax: 801-294-5124

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee 37243-0505

68-00177

In re: *Approval of the Interconnection Agreement Negotiated by and between Millington Telephone Company, Inc. and Level 3 Communications, LLC Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996.*

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT
NEGOTIATED BY AND BETWEEN MILLINGTON TELEPHONE COMPANY, INC.
AND LEVEL 3 COMMUNICATIONS, LLC PURSUANT TO SECTIONS 251(a) AND
251(b)(5) OF THE TELECOMMUNICATIONS ACT OF 1996**

Millington Telephone Company, Inc. ("Millington") respectfully files this request with the Tennessee Regulatory Authority for approval of the attached Interconnection Agreement (the "Agreement"). The Agreement was negotiated by and between Millington and Level 3 Communications, LLC ("Level 3") pursuant to Sections 251(a) & (b)(5) of the Telecommunications Act of 1996 ("the Act"). The Agreement provides for the interconnection and mutual exchange of traffic between the two companies' networks. Millington, therefore, respectfully requests that the Commission act within the ninety (90) days specified by the Act and approve the Agreement.

In support of its request, Millington states the following:

THE PARTIES

1. Millington is an incumbent local exchange carrier authorized to provide local exchange service in the State of Tennessee.

2. Level 3 is a telecommunications carrier that has been granted authority by the Tennessee Regulatory Authority to provide competitive local exchange service in State of Tennessee.

THE AGREEMENT

3. Millington and Level 3 have successfully negotiated the agreement for the interconnection and mutual exchange of traffic between the two companies' networks. A copy of the Agreement is attached hereto and incorporated herein by reference.

4. Millington and Level 3 have entered into this Agreement, pursuant to Sections 251(a) and 251(b)(5) of the Act.

5. Pursuant to Section 252(e) of the Act, Millington is submitting the Agreement to the Tennessee Regulatory Authority for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the Tennessee Regulatory Authority is charged with approving or rejecting the Agreement between Millington and Level 3 within ninety (90) days of its submission. The Act provides that the Tennessee Regulatory Authority may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that

the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

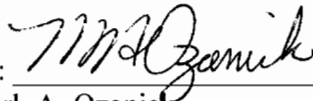
9. Millington and Level 3 aver that the Agreement is consistent with the standards for approval.

10. Pursuant to Section 252(i) of the Act, once the Agreement is approved, Millington will make the entire Agreement available to any similarly situated competitive local exchange carrier.

11. Millington respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 21st day of August 2008.

Respectfully submitted,

By: 
Mark A. Ozanick
John Staurulakis, Inc.
On Behalf Of:
Millington Telephone Company, Inc.

CERTIFICATE OF SERVICE

I, Mark A. Ozanick, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following *via* United States Mail:

Level 3 Communications, LLC
Attn: Legal - Interconnection
1025 Eldorado Boulevard
Broomfield, CO 80021



Mark A. Ozanick

08-00177

INTERCONNECTION AGREEMENT

BY AND BETWEEN

MILLINGTON TELEPHONE COMPANY, INC.

AND

LEVEL 3 COMMUNICATIONS, LLC

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ATTACHMENTS:

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AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 1st day of May 2008 (the "Effective Date"), by and between Millington Telephone Company, Inc. ("ILEC") with offices at 4880 Navy Road, P.O. Drawer 429, Millington, TN 38053 and Level 3 Communications, LLC and its subsidiary and affiliate TelCove Operation, LLC ("CLEC") with offices at 1025 Eldorado Boulevard, Broomfield, CO 80021. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WHEREAS, ILEC is an incumbent local exchange telecommunications company authorized to provide Telecommunications Services in the State of Tennessee and

WHEREAS, CLEC is a competitive local exchange telecommunications company ("CLEC") authorized to provide Telecommunications Services in the State of Tennessee; and

WHEREAS, the Parties acknowledge that ILEC is a rural telephone company (as defined in 47 U.S.C. § 153). By voluntarily entering into this Agreement, ILEC, as a rural telephone company, is not waiving its right under 47 U.S.C. § 251 (f) of the Act that it is exempt from § 251(c); and

WHEREAS, the Parties exchange Telecommunications Traffic between their networks and wish to establish an arrangement for the exchange of such traffic between their networks; and

WHEREAS, the Parties wish to interconnect their facilities and exchange Telecommunications Traffic specifically for the purposes of fulfilling their obligations pursuant to Sections 251 (a) and (b) of the Act.

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

1. Purpose

- 1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under Sections 251 (a) & (b) of the Act.
- 1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange Information Services traffic. CLEC agrees that it has interconnected under Section 251 of the Act and may therefore offer information services through the same arrangement, so long as it is offering telecommunications services through the same arrangement as well. The FCC has not determined all of the rules and regulations that may or may not apply to VoIP or IP-Enabled Traffic. .

For the purpose of this Agreement, all types of VoIP or IP-Enabled Traffic are treated, for compensation purposes, the same as other voice traffic. If the FCC determines that any type of VoIP or IP-Enabled Traffic is subject to different rules and regulations than Telecommunications Services, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.

- 1.3 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange interexchange toll traffic. CLEC agrees that it is requesting and will use this arrangement for purposes of exchanging EAS Traffic and ISP-Bound Traffic and that any exchange of interexchange toll traffic will be incidental to CLEC's exchange of local Telecommunications Traffic.

2. Term of the Agreement

- 2.1 This Agreement will commence on the Effective Date and have an initial term of two (2) years. No later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to terminate this Agreement and request the negotiation of a subsequent Agreement. Such request for renegotiation must be in the form of a written notice to the other Party. If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement, then this Agreement will terminate upon expiration of the current term and ILEC shall continue to offer all services to CLEC previously available under this Agreement pursuant to the terms, conditions and rates of ILEC's then current Tariffs and CLEC shall continue to offer all services to ILEC previously available under this Agreement pursuant to the terms, conditions and rates of CLEC's then current Tariffs, rates sheets or applicable contracts. If notice of termination is not received, this Agreement shall automatically renew for one (1) year terms unless terminated as provided herein. If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice.
- 2.2 Upon termination of this Agreement, except in the case of termination as a result of either Party's default or for termination upon sale, services that had been available under this Agreement and exists as of the end-date may continue uninterrupted after the end-date at the written request of either Party only under the terms of:
 - 2.2.1 A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
 - 2.2.2 An existing agreement between ILEC and another carrier adopted by CLEC for the remaining term of that agreement.

3. Termination of the Agreement

3.1 Termination Upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

- 3.1.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party.
- 3.1.2 A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- 3.1.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Agreement.

3.2 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party, or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. Contact Exchange

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

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

6. 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. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably

determines that the legal structure of the transfer vitiates any such need, it will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement 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. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. 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.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, if required, shall be void.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. Responsibility for Payment

Each Party will render to the other monthly bill(s) for interconnection and facilities provided hereunder at the rates set forth in the applicable tariff. Each Party shall pay bills in accordance with the terms of this Agreement. In the event that either Party defaults on its payment obligation to the other Party, service to the defaulting Party will be terminated and any security deposits held will be applied to the outstanding balance owed by the defaulting Party.

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or in ILEC's applicable tariff(s). The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the date of receipt of the invoice. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the prior business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1)

year old or that predate this Agreement. If a Party fails to bill for a service within one (1) year of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

9.2 Billing Disputes Related to Unpaid Amounts

9.2.1 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a *bona fide* dispute between the Parties, the Party billed (the “Non-Paying Party”) may withhold the disputed amount if within thirty (30) days of its receipt of the invoice containing such disputed amount, the Non-Paying Party gives written notice to the Billing Party of the amount it disputes (“Disputed Amounts”) and includes in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the Disputed Amounts within forty-five (45) days after the Billing Party receives notice of the dispute. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts immediately following the resolution of the dispute. If the Non-Paying Party does not make payment of the resolved amount immediately following the resolution of the dispute, then the Non-Paying Party shall pay interest on any amount due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Tennessee’s applicable law from the date of the initial dispute until the amount is paid in full. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts (including disputed amounts where the dispute has been resolved such that payment is required) not paid become more than ninety (90) days past due, provided the Billing Party has given an additional thirty (30) days written notice and opportunity to cure the default.

9.3 Except for Disputed Amounts pursuant to Section 9.2 herein, the following shall apply:

9.3.1 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Tennessee’s applicable law.

9.3.2 If payment of undisputed amounts is not received thirty (30) days from the bill date, the Billing Party may provide written notice to the Non-Paying Party that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If the Billing Party does not refuse additional applications for service on the date specified in the notice, and the Non-Paying Party’s noncompliance

continues, nothing contained herein shall preclude the Billing Party's right to refuse additional applications for service without further notice.

- 9.3.3 If the Non-Paying Party fails to make any payment following the notice under Section 9.3.2, the Billing Party may on thirty (30) days additional written notice to the Non-Paying Party discontinue the provision of existing services to the Non-Paying Party at any time thereafter if the Non-Paying Party's non-compliance continues. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all undisputed billed charges, as well as applicable termination charges, shall become due. If the Billing Party does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the Non-Paying Party noncompliance continues, nothing contained herein shall preclude the Billing Party's right to discontinue the provision of the services to the Non-Paying Party without further notice.
- 9.3.4 If payment is not received within ninety (90) days of the notice given under Section 9.3.3, the Billing Party may terminate this Agreement.
- 9.3.5 After disconnect procedures have begun, the Billing Party shall not accept any service orders from the Non-Paying Party until all unpaid charges are paid in full in immediately available funds.

9.4 Billing Disputes of Paid Amounts

If any portion of an amount paid to a Party under this Agreement is subject to a *bona fide* dispute between the Parties ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one (1) year after the receipt of a bill containing the disputed amount that has been paid by the Billed Party ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party.

- 9.5 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.6 Audits

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing data, and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and

limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

9.7 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company and originating signaling information. 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.

10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. Confidential Information

11.1 "Proprietary Information" means any information owned or disclosed by or on behalf of a Party or any of its Affiliates (the "Disclosing Party") (a) that is marked as confidential, proprietary, or with a similar legend; (b) that is otherwise confirmed to be confidential or proprietary; or (c) that the Party or its Affiliate receiving the information (the "Receiving Party") should reasonably believe to be confidential based upon its content, including, without limitation, specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement.

- 11.2 If any Receiving Party is required by any governmental authority, or by applicable law, to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

13. Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit 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.

13.1 Informal Resolution of Disputes.

At the written request of a 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. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. 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 the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations and not designated as Confidential Information, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

13.2 Formal Dispute Resolution.

If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the arbitration.

13.3 Continuous Service.

The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (other than a dispute related to payment for service), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Entire Agreement

This Agreement, including all attachments hereto, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

16. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement 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, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a “Force Majeure Event”). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate 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 shall be abated and shall resume without liability thereafter.

17. Good Faith Performance

In the performance of their obligations the Parties, shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC’s implementing regulations.

19. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

Notwithstanding any other provisions of this Agreement, neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party’s End User Customers or other third parties.

21. Law Enforcement Interface

21.1 With respect to requests for call content interception or call information interception directed at an End User Customer of one Party, the other Party will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End User Customer of the other Party, the Party initially contacted shall direct the agency to the other Party.

21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability and Indemnity

22.1 DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

22.2 Indemnification

22.2.1 Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party (“Indemnified Party”) from and against loss, cost, claim liability, damage, and expense (including reasonable attorney’s fees) to customers and other third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the gross negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- (2) 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 or the communications of its End User Customers; and
- (3) 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.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in Section 22.3.3 of this Agreement.

22.2.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers 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.

(1) 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.

(2) 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.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

22.3 Limitation of Liability

22.3.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.3.2 Except as otherwise provided in Section 22, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

22.4 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any

service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

23. Joint Work Product

This 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.

24. Multiple Counterparts

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

25. 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. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. 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.

26. Notices

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 overnight express delivery service; or (iii) mailed, certified mail, return receipt to the following addresses of the Parties:

To: **ILEC**

To: **CLEC**

Millington Telephone Company 4880 Navy Road (<i>overnight only</i>) P.O. Drawer 429 Millington, TN 38053 Tel: 901-872-5150 Attn: David Espinoza	Level 3 Communications, LLC 1025 Eldorado Boulevard Broomfield, CO 80021 Tel: 720-888-1000 Attn: Legal - Interconnection
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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* overnight express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of a Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of such other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the other Party's facilities or create hazards to the employees of the other Party or to the public (each hereinafter referred to as an "Impairment of Service").

28. Change in Law

28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.

28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Telecommunications Act of 1996 and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Telecommunications Act of 1996, any effective legislative action or any effective, final 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 Telecommunications Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which materially revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, to the extent permitted or required, 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 the pricing, terms and conditions of each such Amended Rule relating to any of the provisions in this Agreement.

29. Regulatory Approval

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. 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 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).

30. Taxes and Fees

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. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide in a timely manner such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including, but not limited to, in sales, in marketing or in advertising of telecommunications services, of any name, copyrighted material, service mark, or trademark of the other Party.

32. Non-Waiver

Failure of either Party to insist on the 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Millington Telephone Company ("ILEC")

Level 3 Communications, LLC ("CLEC")

By: Holly STARNES
Holly Starnes
Name: W. Howard

By: Jamie Moyer
Jamie Moyer
Name: Jamie Moyer

Title: President

Title: Senior Director, Interconnection Services

Date: 8-12-08

Date: 5-16-08

GLOSSARY

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning as set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

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 ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including, but not limited to, an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office / Tandem Office Switch.

2.9 COMMISSION.

The Tennessee Regulatory Authority.

2.10 COMMON CHANNEL SIGNALING (CCS).

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 carries the actual voice or data content of the call.

2.11 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

2.12 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.13 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.14 DIRECT INTERCONNECTION FACILITIES.

Dedicated transport facilities installed between a CLEC Switch and a mutually-agreed upon point of interconnection within the ILEC network.

2.15 EAS TRAFFIC.

Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in another exchange where the two exchanges have mandatory EAS between them, with the exceptions of ISP-bound Traffic as defined in 2.27 below and VoIP Traffic as

defined in 2.49 below. The terms “exchange” and “EAS exchanges” are defined and specified in ILEC’s General Subscriber Service Tariff.

2.16 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.17 END USER CUSTOMER.

A retail residential or business end-user subscriber to Telephone Exchange Services provided directly by either of the Parties.

2.18 END USER CUSTOMER LOCATION.

The physical location of the premise where an End User Customer makes use of Telephone Exchange Service.

2.19 EXCHANGE AREA.

Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.

2.20 FCC.

The Federal Communications Commission.

2.21 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Shall have the meaning stated in the Act. For purposes of this Agreement, Millington Telephone Company, Inc. is an ILEC.

2.22 INFORMATION SERVICE.

Information service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing or making available information via telecommunications, and includes electronic publishing, but does not include any use of such capability for the management, control or operation of a telecommunications system or the management of a telecommunications service.

2.23 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.24 INTERLATA TRAFFIC.

Telecommunications traffic that originates in one LATA and terminates in another LATA.

2.25 INTRALATA TRAFFIC.

Telecommunications traffic that originates and terminates in the same LATA.

2.26 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.27 ISP-BOUND TRAFFIC.

ISP-Bound Traffic is defined solely for the purpose of this Agreement as traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) and is billed to the end user customer as a local call; provided that the POI is established as set forth in Section 2.2 of the Interconnection Attachment to this Agreement and the compensation is established as set forth in Section 3.2.1 of the Interconnection Attachment to this Agreement.

2.28 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.29 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning as set forth in the Act.

2.30 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.*, Billed Number Screening.

2.31 LOCAL EXCHANGE CARRIER (LEC).

The term "local exchange carrier" means any company that is authorized by the state public utility commission to provide local exchange and exchange access services. Such term does not include a company engaged in the provision of a commercial mobile radio service.

2.32 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.33 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.34 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator 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" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.35 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (*i.e.* the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.36 POINT OF INTERCONNECTION (POI).

The physical location(s) at which the Parties' networks meet for the purpose of exchanging EAS Traffic and ISP-Bound Traffic.

2.37 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.38 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific rate center; provided

that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.39 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.40 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.41 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Access Services.

2.42 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on one Party's network, and is transported through an ILEC Tandem to the Central Office of a CLEC, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant ILEC Tandem to which that Party delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Access Service traffic is not Tandem Transit Traffic.

2.43 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

2.44 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research, a wholly-owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.45 TELECOMMUNICATIONS CARRIER.

The term “telecommunications carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services. This definition includes, CMRS providers, interexchange carriers and, to the extent they are acting as telecommunications carriers, companies that provide both telecommunications services and information services.

2.46 TELECOMMUNICATIONS SERVICE.

The term “telecommunications service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.47 TELECOMMUNICATIONS TRAFFIC.

“Telecommunications Traffic” means Telecommunications Traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access.

2.48 TELEPHONE EXCHANGE SERVICE.

The term “telephone exchange service” shall have the meaning set forth in 47 U.S.C. Section 153 (47) of the Act.

2.49 VOICE OVER INTERNET PROTOCOL (VoIP) OR IP-ENABLED TRAFFIC.

VoIP means any IP-Enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. For purposes of this Agreement, VoIP or IP-Enabled Traffic includes:

- (i) Voice traffic originating over Internet Protocol, and which terminates on the Public Switched Telephone Network (PSTN); and
- (ii) Voice traffic originated on the PSTN, and which terminates over Internet Protocol.

Interconnection Attachment

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of EAS Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party. This Attachment also covers the exchange of ISP-Bound Traffic and VoIP or IP-Enabled Traffic.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of traffic between the respective End User Customers of the Parties pursuant to Sections 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.
- 1.3 Rate Arbitrage
 - 1.3.1 Each Party agrees that it will not prevent the application of applicable switched access charges by the other Party ("Rate Arbitrage") and/or each Party shall utilize the physical connecting arrangements described in this Agreement solely for the delivery to the other Party of traffic covered under this Agreement through the POI on local interconnection trunks.
 - 1.3.2 If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified, the Party through which the Rate Arbitrage is being conducted, shall upon written notice from the other Party take all reasonable steps to terminate and/or reroute such Rate Arbitrage traffic.. If one Party suspects the other Party of Rate Arbitrage, the suspecting Party shall notify the other Party in writing and the Parties shall work together in good faith to resolve the Rate Arbitrage issue as quickly as possible using the dispute resolution process outlined in the Agreement. If the Parties jointly conclude that there is Rate Arbitrage, the other Party will have ten (10) business days to re-route the Rate Arbitrage traffic. After ten (10) business days Rate Arbitrage traffic that was not re-routed would be subject to applicable access charges.
 - 1.3.3 If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable or once per calendar year.

1.3.4 Each Party is responsible for all traffic it delivers to the other Party, including but not limited to voice traffic, VoIP or IP-Enabled Traffic, ISP-Bound Traffic and toll traffic. Under this Section 251 Agreement between ILEC and CLEC, each Party is responsible for properly compensating the other Party for the termination of all such traffic that it sends to the other Party, except for compensation for EAS, ISP-Bound Traffic and VoIP traffic as specified in 3.2.1. In addition, each Party is required to comply with any technical requirements imposed by the FCC or a state commission regarding the exchange of such traffic.

2. Physical Connection

- 2.1 The Parties shall exchange EAS Traffic, locally-dialed VoIP or IP-Enabled Traffic and ISP-Bound Traffic ("Interconnection Traffic") over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such Interconnection Traffic, with the Point of Interconnection (POI) designated at Level 3's POP on the Zayo network at 3993 Crowfarm Road (MMPKTNVZ). CLEC and ILEC will work together to issue the appropriate access service request (ASR) for trunking or for the underlying Direct Interconnection Facilities (if required) to the POI within 60 days from the Effective Date. A meeting, via conference call, with the appropriate personnel from both Parties to discuss the implementation of the dedicated transport facilities will be scheduled within one week after execution of this Agreement.
- 2.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The supervisory signaling specifications, and the applicable network channel interface codes for the dedicated interconnection facilities, are the same as those used for Feature Group D Switched Access Service, as described in ILEC's applicable Switched Access Services tariff.
- 2.3 ILEC and CLEC may utilize existing and new Direct Interconnection Facilities procured in any wireline capacity for the mutual exchange of Interconnection Traffic and toll traffic. Separate trunks shall be provisioned on the Direct Interconnection Facilities according to Section 2.4.1 and Section 2.4.2 below. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction.
- 2.4 Physical Interconnection
 - 2.4.1 Local Interconnection Trunks
 - 2.4.1.1 The Parties will establish separate trunk groups for the exchange of Interconnection Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties

agree that all Interconnection Traffic exchanged between them will be on the trunk exclusively dedicated to such traffic. Neither Party will terminate IntraLATA or InterLATA toll traffic or originate untranslated traffic to service codes (e.g. 800, 888) over Local Interconnection Trunks.

- 2.4.1.2 If the Parties' originated Interconnection Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

2.4.2 Toll Trunks

- 2.4.2.1 Toll traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such Toll and Access Traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from the ILECs respective tariffs will apply to the Access Trunks.

2.4.3 Fiber Meet Point

- 2.4.3.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks *via* an optical fiber interface (as opposed to an electrical interface) at an interconnection point. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at the POI.
- 2.4.3.2 If CLEC elects to interconnect with ILEC pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system. The Parties shall interconnect their transmission and routing of EAS Traffic and ISP-Bound Traffic *via* a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. CLEC's SONET transmission equipment must be compatible with ILEC's equipment.
- 2.4.3.3 CLEC shall, wholly at its own expense, procure, install and maintain the agreed-upon SONET equipment in the CLEC Central Office or equipment site.
- 2.4.3.4 The Parties shall mutually agree upon a POI as a Fiber Meet Point, and shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into

the POI with sufficient spare length to reach the fusion splice point at the POI.

2.4.3.5 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

2.4.3.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

2.4.3.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

2.5 Once a Direct Interconnection Facility has been established, both Parties will use best efforts to route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency, temporary equipment failure, overflow or blocking. Both Parties will use best efforts to route Local Service Area calls to the other Party over the direct interconnection facilities except in the case of an emergency, temporary equipment failure, or blocking of existing direct interconnection facilities. Should either Party determine that the other Party is routing its originated traffic indirectly, the originating Party agrees to update its routing and translations tables to move such traffic to the direct interconnection facilities within ten (10) business days of receipt of written notification from the other Party, unless either Party has capacity issues. In the event of such capacity issues, the Party routing traffic indirectly must notify the other Party of the capacity issue and agree to update its routing and translations tables to move such traffic to the direct interconnection facilities within thirty (30) calendar days of initial notification from the other Party.

2.6 Facility Sizing. The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities *via* an Access Service Request.

2.7 If CLEC's request requires ILEC to build new facilities (*e.g.* installing new fiber) on CLEC's side of the POI, CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

2.8 Interface Types

If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties. When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

2.9 Programming

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.

2.10 Equipment Additions

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

3. Compensation

3.1 Facilities Compensation

3.1.1 For Direct Interconnection Facilities, CLEC may utilize a Fiber Meet Point, lease facilities from ILEC or lease facilities from a third party to reach the POI.

3.1.2 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with ILEC's network at the rates contained in ILEC's tariff.

3.1.3 Each Party shall be responsible for the cost of Direct Interconnection Facilities on its side of the POI.

3.2 Traffic Termination Compensation

3.2.1 This Section 3.2 is expressly limited to the transport and termination of EAS Traffic and ISP-Bound Traffic. Compensation for ISP-Bound Traffic under this Agreement shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party. In addition, because EAS Traffic and locally dialed VoIP is believed to be in balance, both Parties agree that

compensation for EAS Traffic and Locally-dialed VoIP shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.

3.2.2 Compensation for toll traffic will be in accordance with each Party's appropriate access tariffs. In the event that CLEC does not have an approved tariff for access service, CLEC agrees to utilize rates that do not exceed ILEC's tariffed access rates.

3.2.3 As of the Effective Date of this Agreement, neither Party is providing transit services to the other Party.

3.3 Solely for purposes of this Agreement, and without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to VoIP or IP-Enabled Traffic, the Parties agree for purposes of this Agreement only and on an interim basis until the FCC issues an order addressing this issue, jurisdiction of VoIP or IP-Enabled Traffic will be determined based on the NPA-NXX of the dialed-from and dialed-to numbers. Signaling information associated with VoIP or IP-Enabled Voice Traffic must comply with Section 5 of this Interconnection Attachment.

4. Routing

4.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

4.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines.

4.3 Neither Party shall route un-translated traffic to service codes (*e.g.* 800, 888, 900) over the Local Interconnection Trunks.

4.4 N11 Codes: Neither Party shall route N11 codes (*e.g.*, 411, 611, 711, 811 and 911) over dedicated facilities.

5. Signaling

5.1 Accurate Calling Party Number ("CPN") associated with the End User Customer originating the call must be provided when technically possible. Accurate CPN is:

5.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer's Location.

- 5.1.2 CPN that has not been altered.
 - 5.1.3 CPN that is not a charged party number.
 - 5.1.4 CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.
 - 5.1.5 CPN that is assigned to an active End User Customer.
 - 5.1.6 Except in the instance of ISP-Bound Traffic and VoIP Traffic, CPN that is associated with the Rate Center of the specific End User Customer Location.
- 5.2 The originating Party will provide to the other Party, upon request, information to demonstrate that the originating Party's portion of traffic without CPN or Jurisdictional Indicator Parameter ("JIP") does not exceed ten percent (10%) of the total traffic delivered to the other Party. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist in its correction. If either Party fails to provide accurate CPN and JIP (*i.e.* valid originating information) on at least ninety percent (90%) of its total originating Interconnection Traffic, then traffic sent to the other Party without valid originating information will be handled in the following manner. If the unidentified traffic is less than ten percent (10%), the unidentified traffic will be treated as having the same jurisdictional ratio as the identified traffic. If the unidentified traffic exceeds ten percent (10%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to ILEC's applicable access charges.
- 5.3 Signaling
- The Parties will connect their networks using 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 connection of their networks. CPN shall be available for at least ninety percent (90%) of the calls. Signaling information shall be shared between the Parties at no charge to either Party.
- 5.4 Signaling Parameters
- ILEC and CLEC are required to provide each other with the proper signaling information (*e.g.* originating accurate CPN, JIP, and destination called party number, *etc.*) to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, Calling Party Category, Charge Number, *etc.* All privacy indicators will be honored. One JIP per switch per LATA per state will

be provided. In addition, each Party agrees that it is responsible for ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End User Customer that originated and/or dialed the call.

5.5 Grade of Service.

Each Party will provision their network to provide a designed blocking objective of a P.01.

6. Network Management

6.1 Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic destined to each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

6.2 Mass Calling

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

6.3 Network Harm

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- 6.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 6.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 6.3.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

Local Number Portability (LNP) Attachment

Local Number Portability

1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations and in accordance with associated North American Numbering Council (NANC) procedures and guidelines. Service provider portability is the ability of users of Telecommunications Services to retain existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. In order for a port request to be valid, the End User Customer must retain his or her original number and be served by the Telecommunications Carrier requesting the port.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability *via* the LRN.
- 1.3 Nothing in this Agreement prohibits either Party from agreeing with its customer to provide types of portability other than service provider portability. However, this Agreement between the Parties only addresses service provider portability.
- 1.4 Service Management System (SMS) Administration.
The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).
- 1.5 Signaling.
In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 1.6 N-1 Query.
For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs.
- 1.7 Porting of Reserved Numbers.
End User Customers of each Party may port reserved numbers, as defined in 47 CF.R. § 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if

there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.8 Splitting of Number Groups.

The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. ILEC and CLEC shall permit End User Customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.10 A 10-digit trigger order is a service order issued in advance of the porting of a number. A 10-digit trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2.0 Coordinated Cutovers.

2.1 For LNP Coordinated Hot Cuts ("CHC"), CLEC may request a desired due date and time. These will be considered coordinated orders. CLEC must indicate a request for CHC on the LNP request form to request a coordinated order. ILEC will not apply a 10-digit trigger upon porting telephone numbers to CLEC network. Labor charges for CHCs are listed in the Pricing Attachment to this Agreement. ILEC offers two types of coordination:

2.1.1 Any Time:

Order to be worked anytime during the day on the due date but LEC must notify CLEC when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

2.2 If a LNP Coordinated Hot Cut is requested, CLEC will be required to call the ILEC forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. ILEC reserves the right to change the date and time if other demands require such a change. Every

reasonable attempt will be made to commit to the requested date and time. Prior to the forty-eight (48) hour Coordination Call, ILEC will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the CLEC, it will be assumed that the CLEC is not ready and the order will not be completed on the requested due date and time. If CLEC does not contact ILEC within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

3.0 Late Notification Changes - Due Date, Coordination.

3.1 ILEC will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:

3.1.1 If ILEC personnel have to wait more than fifteen (15) minutes for CLEC to join the scheduled call for the CHC, then CLEC shall be responsible to reimburse ILEC for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

3.1.2 If CLEC contacts ILEC to reschedule the CHC call less than forty-eight (48) hours from the scheduled CHC call time, CLEC will be responsible to reimburse ILEC for all costs incurred to date on the CHC order.

3.1.3 Once the scheduled call is underway, and personnel from both CLEC and ILEC are present on the call, should CLEC incur a problem that would delay the conversion, ILEC will provide CLEC reasonable time (twenty (20) minutes or less) to cure the problem. However, any delay longer than twenty (20) minutes will result in ILEC charging CLEC for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

4.0 Obligations of Both Parties.

4.1 Both Parties are responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.

4.2 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier who is the code holder or block holder.

4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.

- 4.4 Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.
- 4.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
- 4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, *e.g.* E-911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end-user's telephone number to its switch.
- 4.8 Each Party is solely responsible for submitting local number portability requests to the other Party.
- 4.9 Non-Payment. End User Customers lose the right to port telephone numbers upon suspension of service. ILEC will not port telephone numbers of End User Customers where service has been suspended.

Ancillary Services Attachment

1. 911/E-911 Arrangements

- 1.1 ILEC utilizes AT&T Tennessee ("AT&T") for the provision of 911/E-911 services. The CLEC is responsible for connecting to AT&T and populating the Intrada database. All relations between AT&T and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of AT&T.
- 1.2 ILEC will not be liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers.

2. Master Street Address Guide (MSAG)

Tipton, Shelby, Fayette, and Haywood counties maintain the Master Street Address Guide for their respective counties. CLEC will contact Tipton, Shelby, Fayette, and Haywood counties directly to obtain the MSAG.

3. Telephone Relay Service

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

4. Directory Listings and Directory Distribution

- 4.1 CLEC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with ILEC's vendor for directory publications.

- 4.2 Listings

CLEC agrees to supply ILEC on a regularly scheduled basis, and in a format prescribed by ILEC, all listing information for CLEC's subscribers who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and ZIP code) and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with ILEC's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

4.3 Distribution

Upon directory publication, ILEC will arrange for the initial distribution of the directory to service subscribers in the directory coverage area. CLEC will supply ILEC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable ILEC to perform its directory distribution responsibilities. CLEC shall be responsible to reimburse ILEC for the actual postage cost incurred for distribution of directories to the CLEC End User Customers.

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair Attachment**

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2. Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End-User Customer's permission, and that the requesting Party has verification from the customer *via* Third Party Verification, a Letter of Authorization (LOA), *etc.* that the customer has agreed to the release of this information.
- 1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties shall provide such information in accordance with the procedures set out in the handbook or website listed in Section 1.4 of this Attachment.
- 1.4. Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information. The Parties also will discuss the development and introduction of a change management process.
- 1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information *via* Facsimile. Parties may mutually agree to add other forms of the information exchange such as email or Graphical User Interface (GUI).
- 1.6. The Parties agree not to view, copy, or otherwise obtain access to the End-User Customer record information of any customer without that End-User Customer's permission. The Parties will obtain access to End-User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided.
- 1.7. If a Customer Service Record (CSR) is requested by CLEC and a subsequent service order for the change of local service is not received or a customer complaint is received, then the ILEC may request documentation of an LOA from the CLEC. CLEC shall use commercially reasonable efforts to provide evidence of end user permission for receipt of CSR for all end users contained in the request by ILEC. If CLEC fails to provide such evidence, ILEC reserves the right to withhold delivery of the CSR giving rise to such request.

- 1.8 If CLEC and ILEC do not agree that CLEC requested CSR for a specific end user, or that ILEC has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Section 13 of the General Terms and Conditions of this Agreement.

2. ORDERING

2.1. Ordering.

- 2.1.1. The New Service Provider (NSP) shall place orders for services by submitting a Local Service Request ("LSR") to the Old Service Provider (OSP). The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").
- 2.1.2. The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified, or cancelled.

2.2. Provisioning.

- 2.2.1. The Parties shall provision services during regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment.

2.2.2. Cancellation Charges.

If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.

2.2.3. Expedited Service Date Charges.

For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge is listed in the Pricing Attachment to this Agreement.

2.2.4. Order Change Charges.

If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in this Agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.

2.2.5 Access to Inside Wire.

CLEC is responsible for accessing customer premise wiring without disturbing the ILEC's plant. In no case shall CLEC remove or disconnect the loop facilities or ground wires from ILEC's NIDs, enclosures, or

protectors. If CLEC removes a loop in violation of this Agreement, that CLEC will hold the ILEC harmless for any liability associated with the removal of the loop or ground wire from the NID. Furthermore, CLEC shall not remove or disconnect NID modules, protectors, or terminals from ILEC's NID enclosures.

CLEC shall warrant that it is responsible for access to the End User Customer premise wiring. CLEC shall take all financial responsibility for damage to ILEC plant or facilities caused CLEC access to the NID. CLEC shall indemnify and hold ILEC harmless for any damage to an End User Customer's premise or for any loss or claim arising from CLEC's access to the NID.

3. MAINTENANCE AND REPAIR

3.1.1. Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.

3.1.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO)) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.

4. SERVICE STANDARDS

Both Parties will comply with Quality of Service standards as established in Chapter 1220-4-2 - Regulations for Telephone Companies of the Rules of the Tennessee Regulatory Authority when providing service to the other Party.

5. RATES

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment of this Agreement.

6. MISCELLANEOUS

6.1 Customer Transfer

6.1.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance

activity conducted pursuant to this Agreement should follow the applicable industry standards which include: Local Service Ordering Guidelines (LSOG) developed in the Ordering and Billing Forum (OBF) at the Alliance of Telecommunications Industry Solutions (ATIS) and approved North American Numbering Council (NANC) procedures and guidelines concerning Local Number Portability (LNP) processes.

- 6.1.2 When notification is received from the New Service Provider that a current End-User Customer of Old Service Provider will subscribe to New Service Provider's service, standard service order intervals for the appropriate class of service will apply.
- 6.1.3 The New Service Provider will be the single point of contact with Old Service Provider for all subsequent ordering activity resulting in additions or changes to services except that Old Service Provider will accept a request directly from the End-User for conversion of the End-User Customer's service from New Service Provider to Old Service Provider
- 6.1.4 If either Party determines that an unauthorized change in local service has occurred, the End-User Customer's authorized local service provider will reestablish service with the End-User Customer and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

6.2 Misdirected Calls

- 6.2.1 The Parties will employ the following procedures for handling any misdirected calls (*e.g.*, Business office, repair bureau, *etc.*):
 - 6.2.1.1 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
 - 6.2.1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End-User Customer the correct contact number.
 - 6.2.1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End-User Customers or to market services.

6.3 Letter of Authorization

- 6.3.1 The Parties agree that they will not submit an order to move an End-User Customer's service from one Party to the other Party without the End-User Customer's permission, and that the requesting Party has verification from

the End-User Customer *via* third party verification, a Letter of Authorization (LOA), *etc.* that the End-User Customer has agreed to the change in service. The OSP will not require End-User Customer confirmation prior to establishing service for NSP's End-User Customers.

- 6.3.2 Once the NSP submits an LSR to change an End-Users Customer's local exchange service, the End-User Customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for End-User Customers change in service providers.
- 6.3.3 If, based on an End-User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End-User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End-User Customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized.

6.4 Pending Orders

Orders placed in the hold or pending status by New Service Provider will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, New Service Provider shall be required to submit a new service request. Incorrect or invalid requests returned to New Service Provider for correction or clarification will be held up to thirty (30) calendar days. If New Service Provider does not return a corrected request within thirty (30) calendar days, Old Service Provider will cancel the request.

- 6.5 Neither Party shall prevent or delay an End-User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 6.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within two (2) business days.
- 6.7 Contact Numbers

The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack

of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

Pricing Attachment

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement.

A. Transport Rate:

1. Direct Trunked Transport Termination:
 - a) DS1 \$ 73.57 / termination / month
 - b) DS3 \$ 706.22 / termination / month
2. Direct Trunked Transport Facility:
 - a) DS1 \$ 14.44 / mile / month
 - b) DS3 \$ 139.83 / mile / month
3. Non-recurring Installation Charge \$ 220.00 / order

B. General Charges:

1. Service Order (LSR)* \$ 25.00 / order
2. Service Order Cancellation Charge* \$ 10.00 / order
3. Order Change Charge* \$ 10.00 / order
4. Expedited Due Date* \$ 35.00 / day
5. Technical Labor-

Install & Repair Technician:

Basic Time (normally scheduled hours)	\$ 19.29 / ½ hr
Overtime (outside normally schld hrs on schld work day)	\$ 28.93 / ½ hr
**Premium Time (outside of scheduled work day)	\$ 38.57 / ½ hr

Central Office Technician:

Basic Time (normally scheduled hours)	\$ 19.55 / ½ hr
Overtime (outside normally schld hrs on schld work day)	\$ 29.32 / ½ hr
**Premium Time (outside of scheduled work day)	\$ 39.09 / ½ hr

Customer Service Representative:

Basic Time (normally scheduled hours)	\$ 19.09 / ½ hr
Overtime (outside normally schld hrs on schld work day)	\$ 28.64 / ½ hr
**Premium Time (outside of scheduled work day)	\$ 38.18 / ½ hr

6. Rates and Charges for LNP Coordinated
Hot Cut (CHC)

Per Sections 2 and 3 of the LNP Attachment, charged time will be in half hour increments for the personnel involved in the CHC at the rates in Section 5 above.

* These charges are reciprocal and apply to both ILEC and CLEC.

** Minimum 4 hours when a technician is called out during Premium Time.