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PAID T.R.A.	
Chk #	52630
Amount	50.00
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Date	11/19/08

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October 31, 2008

Chairman Tre Hargett  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243

08-00214

Re: Petition for Approval of Agreement for Facilities-Based Network Interconnection for Exchange of Traffic between Bledsoe Telephone Cooperative Corporation, Inc. and MCI Access Transmission Services, LLC

Dear Chairman Hargett:

Transmitted herewith is a "Petition for Approval of Agreement for Facilities-Based Network Interconnection for Exchange of Traffic" ("Petition") by the Tennessee Regulatory Authority. An original and 13 copies of the Petition are enclosed. Also enclosed is an additional copy of the Petition which I would appreciate your office staff stamping as "filed" and returning to me in the enclosed return envelope.

A check in the amount of \$50.00 made payable to the Tennessee Regulatory Authority is enclosed as payment of the filing fee.

Please feel free to contact me if there are any questions in regards to this filing.

Sincerely,

*Gregory L. Anderson*

Gregory L. Anderson  
General Manager

cc: file

Peter Reynolds, Director National Carrier Contracts & Initiatives – MCI metro Access  
Transmission Services, LLC

Before the  
**TENNESSEE REGULATORY AUTHORITY**  
Nashville, TN

In Re:

Petition for Approval of Agreement for )  
Facilities-Based Network Interconnection )  
for Exchange of Traffic between Bledsoe )  
Telephone Cooperative Corporation, Inc. )  
and MCI Access Transmission Services, )  
LLC )

Docket No. 08\_\_\_\_\_

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PETITION FOR APPROVAL OF AGREEMENT FOR FACILITIE-BASED NETWORK  
INTERCONNECTION FOR EXCHANGE OF TRAFFIC

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Bledsoe Telephone Cooperative corporation, Inc. ("Bledsoe") respectfully petitions the Tennessee Regulatory Authority ("Authority") for approval of an "Agreement for Facilities-Based Network Interconnection for Exchange of Traffic" dated July 1, 2008 (the "Agreement"), negotiated between Bledsoe and MCI Access Transmission Services, LLC ("MCI") under Sections 251 and 252 of the Telecommunication Act of 1996 (the "Act").<sup>1</sup> In support of its petition, Bledsoe states the following:

1. Bledsoe and MCI (jointly "the Parties") have successfully negotiated the Agreement which sets forth the terms and conditions under which the companies agree to exchange Local Traffic (as defined by the Agreement) between their respective networks. The parties agree to exchange Local Traffic and ISP-Bound Traffic through Direct or Indirect Interconnection as described in the Agreement. A copy of the Agreement is attached to this petition and incorporated in this document by reference.

2. In accordance with Section 252(e) of the Act, Bledsoe submits the Agreement to the Authority for its review and approval. The terms of the Agreement became effective on an interim basis as July 1, 2008.

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<sup>1</sup> 47 USC Sections 251 and 252

3. Section 252(e) of the Act provides that the Authority may either approve or reject the Agreement within ninety days of its submission for approval. The Act further provides that the Authority may only reject a negotiated agreement if it finds the agreement or any portion of it discriminates against a telecommunications carrier that is not a party to the agreement, or that the implementation of the agreement or any portion of the agreement is inconsistent with the public interest, convenience and necessity.

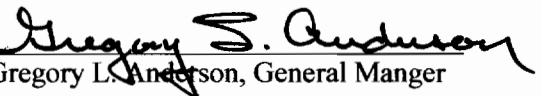
4. Bledsoe believes that the Agreement meets the standards for approval by the Authority.

5. As required by Section 252(i) of the Act and Section 51.809 of the Federal Communications Commission's rules,<sup>2</sup> Bledsoe will make the terms and conditions of the Agreement available to any requesting telecommunications carrier.

In view of the foregoing, Bledsoe requests that the Authority approve the Agreement negotiated by the Parties.

Respectfully submitted,

**BLEDSON TELEPHONE  
COOPERATION CORPORATION, INC**

By:   
Gregory L. Anderson, General Manager

PO Box 609, 338 Cumberland Avenue  
Pikeville, Tennessee 37367-0609  
423-447-2121  
October 31, 2008

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<sup>2</sup> 47 CFR Section 51.809

**AGREEMENT**

**for**

**FACILITIES-BASED NETWORK INTERCONNECTION  
FOR EXCHANGE OF  
TRAFFIC**

**Effective as of \_July 1, 2008**

**Between**

**MCI Access Transmission Services, LLC**

**And**

**Bledsoe Telephone Cooperative Corporation, Inc.**

## **Table of Contents**

	Introduction
	Recitals
1.0	Definitions
2.0	Interpretation and Construction
	Section I Scope
	Section II Indirect Interconnection
	Section III Direct Interconnection
	Section IV Compensation for Local and ISP Traffic
	Section V Compensation for Toll traffic
	Section VI Billing
	Section VII Office Code Translations
	Section VIII Term of Agreement
	Section IX Dispute Resolution
	Section X Limitation of Liability
	Section XI Indemnification
	Section XII Force Majeure
	Section XIII Agency
	Section XIV Nondisclosure of Proprietary Information
	Section XV Notices
	Section XVI Severability
	Section XVII Assignment
	Section XVIII Entire Agreement
	Section XIX Multiple Counterparts
	Section XX Miscellaneous
	Section XXI Governing Law

## AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION FOR EXCHANGE OF TRAFFIC

This Mutual Traffic Exchange Agreement ("Agreement") is made by and between Bledsoe Telephone Cooperative Corporation, Inc. ("BLEDSOE") with offices at 338 Cumberland Ave., Pikeville, TN 37367 and MCImetro Access Transmission Services LLC ("CLEC"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway; Ashburn, Virginia 20147 and shall be effective on    July 1, 2008 ("Effective Date"). This Agreement may refer to either Bledsoe or CLEC or both as a "Party" or "Parties."

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

### Recitals

WHEREAS, BLEDSOE and CLEC are local exchange carriers authorized to provide Telecommunications Services in the State of Tennessee;

WHEREAS, the Parties desire to interconnect their respective network facilities to provide for the exchange of traffic between the Parties.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations, terms and conditions under which they will interconnect their networks and provide services as set forth herein.

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

### 1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

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

1.2 "Affiliate" is as defined in the Act.

1.3 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.4 "Commission" means the Tennessee Regulatory Authority (TRA)

1.5 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis. Unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7") protocol.

1.6 "Customer" means a residential or business user of Telecommunications Services that is provided by either of the Parties.

1.7 "FCC" means the Federal Communications Commission.

1.8 "Information Service" is as defined in the Act.

1.9 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider that provides information services.

1.10 "ISP Traffic" means the one-way origination and exchange of traffic between the Parties that occurs when a Customer of one Party originates a call to an ISP Customer of the other Party where the traffic would qualify as Local Traffic but for the fact that the called party is an ISP Customer.

1.11 "Interconnection" means the linking of the Parties' networks for the exchange of traffic.

1.12 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.13 "Local Service Exchange Area" is a specific geographic service area to which NPA-NXXs are assigned and a Party offers Telecommunications Services to its Customers.

1.14 "NPA-NXX" means a numbering plan area code (NPA) and valid three-digit code within that area code which appears as the first three digits of a seven digit telephone number (NXX) with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes which may come into common usage in the future.

1.15 "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

## 2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context

shall otherwise require. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CLEC, BLEDSOE or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such referenced materials as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 This Agreement is limited to the provision of delivery of services defined herein. Other services may be purchased by CLEC pursuant to applicable tariff. In such case, the terms of the applicable tariff will apply.

## **Section I**

### **Scope of Agreement**

CLEC and BLEDSOE (individually, a "Party" and collectively, the "Parties") agree to exchange all Local Traffic, ISP Traffic, Extended Area Service traffic ("EAS"), Optional Call Plan ("OCP") traffic, and intraLATA toll traffic (where applicable) with one another either by direct interconnection of their respective networks or by transiting such traffic through third party LEC tandems. For intercarrier compensation purposes, "Local Traffic" means traffic that is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on that other Party's network within a given local calling area or non-optional expanded service ("EAS") area, as defined in terminating party's effective local exchange tariffs. Reciprocal compensation for the transport and termination of Local Traffic shall be billed according to Section IV below.

Local Traffic does not include Optional Calling Plans ("OCP") (i.e. optional rate packages that permit the end user to choose a local calling scope beyond their basic local calling area for an additional fee). OCP traffic, interLATA and intraLATA toll traffic that is defined as switched access in terminating party's tariffs shall be billed according to Section IV below to the extent it is not inconsistent with applicable access tariffs and applicable law.

Local Traffic does not include Internet Service Provider ("ISP") traffic originated by an end user of one Party and routed to an ISP point of presence.

## **Section II**

### **Indirect Interconnection**

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

Notwithstanding the foregoing, either Party may unilaterally, and at its sole expense, utilize one-way trunk(s) for the delivery of its originated Local Traffic and ISP Traffic to the other Party.

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

## **Section III**

### **Direct Interconnection**



At such time as either Party requests Direct Interconnection pursuant to Section II or as otherwise agreed, the Parties shall establish Direct Interconnection of their networks at a single Point of Interconnection ("POI") for the exchange of all Local Traffic and ISP- Traffic between their networks except for indirect overflow traffic as provided in Section II. The Parties will establish trunks to exchange Local Traffic and ISP- Traffic and agree that all Local Traffic and ISP Traffic exchanged between them over Direct Interconnections will be on trunks exclusively dedicated to Local Traffic and ISP Traffic. If the Parties agree to two-way trunk groups to exchange Local Traffic and ISP Traffic, they will mutually coordinate the provisioning and quantity of two-way trunks.

The Parties shall endeavor to establish the location of the POI for Direct Interconnection by mutual agreement. Except as expressly provided otherwise in this Section III, the POI will be located at 411 W Magnolia Av, Knoxville, TN (KNVLTNMA). The POI must be a technically feasible interconnection point established between the Parties as a result of mutual agreement. In selecting the POI, both parties will act in good faith and select a point that is reasonably efficient for each Party.

Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the POI and, except as expressly provided otherwise in this Section III, is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the POI.

The Parties will directly or indirectly interconnect their networks using Signaling System 7("SS7") signaling as defined in applicable industry standards. Signaling information shall be shared between Parties at no charge to either Party.

Bledsoe and CLEC shall provide each other, or the transit service provider in the event Parties are utilizing indirect interconnection for the exchange of traffic, the proper signaling information (e.g., originating Calling Party Number ("CPN"), Jurisdiction Indication Parameter ("JIP") and destination called party number, etc.) if available. All SS7 signaling parameters will be provided where technically feasible, including CPN, JIP, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, etc. All privacy indicators will be honored. If either party fails to provide CPN (valid originating information) or JIP on at least ninety percent (90%) of its total traffic, then traffic sent by one Party to the other Party without CPN or JIP (such traffic hereinafter referred to as "Unidentified Traffic") will be handled in the following manner. If the Unidentified Traffic is less than ten percent (10%), such Unidentified Traffic will be treated as having the same jurisdiction ratio as the identified traffic. If the Unidentified Traffic exceeds ten percent (10%), then the Party receiving such Unidentified Traffic shall notify the other Party in writing of such excessive Unidentified Traffic, and each Party will cooperate with the other Party and exchange data as necessary to identify its traffic sent to the other Party, to determine the CPN or JIP failure, and to assist in its correction. Neither Party shall be responsible for paying intrastate access charges to the other Party on any traffic sent to a transit service provider with proper signaling information if such transit service provider corrupts, modifies or fails to provide such signaling information to the receiving party of such traffic, and the traffic is not otherwise subject to intrastate access charges.

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

#### **Section IV**

##### **Compensation for Local and ISP Traffic**

CLEC and BLEDsOE agree to terminate each other's Local Traffic and ISP Traffic on a "Bill and Keep" basis of compensation. "Bill and Keep" shall mean that neither Party has any obligation to pay charges to the other Party in connection with the exchange of Local Traffic and ISP Traffic, regardless of any charges the originating Party may assess its end users. CLEC and Bledsoe also agree to terminate each other's ISP Traffic on a reciprocal compensation basis.

#### **Section V**

##### **Compensation for Toll Traffic**

Each Party will generate a bill for switched access as provided in its applicable tariffs.

#### **Section VI**

##### **Billing**

The Parties agree that the initial PLU for both Parties is 100% for Local and ISP Traffic.

Each Party shall keep adequate records of usage. Either Party may request an audit of usage data on no less than thirty (30) business days' written notice. Any such audit shall be accomplished during normal business hours at the office of the Party being audited. Audits shall be requested within twelve (12) months of having received the PLU factor and usage reports from the other Party, and shall be conducted no more frequently than annually.

The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records. Neither Party shall bill for records older than ninety (90) days from the end of each billing quarter.

#### **Section VII**

##### **Office Code Translations**

It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

Unless mandated otherwise by a Commission Order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, in all areas where CLEC's service area overlaps the service area of an incumbent LEC, CLEC shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for the incumbent LEC. As used in this Agreement, "Rate Center Area" shall mean the specific geographic location that has been designated by a party as being associated with a particular NPA-NXX code. "Rate Center Point" shall mean the finite geographic point identified by a specific V&H coordinate, which is used to measure, for billing purposes, distance sensitive transmission services associated with an individual Rate Center Area. CLEC shall assign NPA-NXX codes to each Rate Center in compliance with the industry approved Central Office Code (NXX) Assignment Guidelines (most current version) unless the LEC industry adopts alternative methods of utilizing NXXs, such as thousand block number pooling, in a manner adopted by the NANPA.

### **Section VIII Term of Agreement**

This Agreement shall commence with an effective date of July 1, 2008 when fully executed and shall have an initial term of one (1) year provided that either Party shall have the right to terminate this agreement with or without cause on sixty (60) days notice. This Agreement shall automatically renew for successive one year periods unless terminated as provided above.

### **Section IX Dispute Resolution**

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

If the Parties have been unable to resolve the dispute within sixty (60) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including but not limited to, instituting an appropriate proceeding before the TRA.

### **Section X Limitation of Liability**

Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A Party's liability shall not be limited with respect to its indemnification obligations under this Agreement.

### **Section XI Indemnification**

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a Third Party against the Indemnified Party.

The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner with the

defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

## **Section XII**

### **Force Majeure**

Neither Party shall be held 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, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

## **Section XIII**

### **Agency**

Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

## **Section XIV**

### **Nondisclosure of Proprietary Information**

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section 14, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency. Each Party agrees that Disclosing Party would be irreparably injured by a

breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

## **Section XV**

### **Notices**

Bills and payments shall be effective when received via first class mail, in the case of CLEC to:

Business Name: Verizon Business  
Mailing Address: 205 N Michigan Ave.  
Suite 1100  
City/State/Zip Code: Chicago, IL 60601  
Attn: Dan Riedstra  
  
Contact Phone Number: 312-260-3060

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

To CLEC:

MCImetro Access Transmission Services, LLC  
Director, National Carrier Contracts & Initiatives  
Attention: Peter Reynolds  
22001 Loudoun County Parkway  
G2-3-614  
Ashburn, VA 20147  
Telephone: (703) 886-1918

Copy To:

MCImetro Access Transmission Services, LLC  
Network and Technology Law  
22001 Loudoun County Parkway  
E1-3-605  
Ashburn, VA 20147

Notices shall be effective three (3) business days of being sent (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested in the case of BLEDSOE to:

Business Name: BLEDSOE TELEPHONE COOPERATIVE  
Mailing Address: P. O. Box 609  
Shipping Address: 338 Cumberland Avenue  
City/State/Zip Code: Pikeville, TN 37367  
Attention: General Manager  
Contact Phone Number: (423) 447-2121

Bills and payments shall be effective when received via first class mail in the case of BLEDSOE to:

Business Name: BLEDSOE  
Mailing Address: P.O. Box 609  
Shipping Address: 338 Cumberland Avenue  
City/State/Zip Code: Pikeville, TN 37367  
Attention: Robin Rothwell

or to such other location as the receiving Party may direct in writing. Payments are to be made to the address indicated on the invoice.

CLEC shall ensure bills and payments reference the specific BLEDSOE company name(s) for which traffic is being billed or paid.

#### **Section XVI Severability**

If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement that is invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof and the remainder of the Agreement shall remain in full force and effect.

#### **Section XVII Assignment**

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted 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 shall be void, except that upon written notice either Party may assign this Agreement or any rights and obligations thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction.

#### **Section XVIII Entire Agreement**

This Agreement, including all Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. If any provision of this Agreement is invalidated or modified as a result of any order or finding by the FCC, the Commission or a court of competent jurisdiction, the Parties shall negotiate in good faith any modifications to this Agreement that may be required as a result of such order or finding. No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both Parties.

#### **Section XIX Multiple Counterparts**

This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument

**Section XX**  
**Miscellaneous**

By entering into this Agreement, neither party concedes that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 USC 251, nor does BLEDSOE waive, or is it estopped from asserting, any rural exemption that it may have under 47 USC 251(f). This Agreement is for the exchange of traffic, not the interconnection of BLEDSOE and CLEC as competing service providers. Except as provided in Section IV, this Agreement does not apply to traffic originated or terminated by a third party. CLEC enters into this Agreement at its convenience and at the request of BLEDSOE. CLEC has not requested interconnection from BLEDSOE pursuant to 47 USC 252.

**Section XXI**  
**Governing Law**

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of Tennessee, without regard to its conflicts of laws principles. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith to modify such affected provisions as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

**By: Bledsoe Telephone Cooperative  
Corporation, Inc.**

Gregory S. Anderson 9/17/08  
Signature Date

Gregory L. Anderson  
Typed Name

General Manager  
Typed Title

MCImetro Access Transmission Services LLC

Peter H. Reynolds 9/17/08  
Signature Date

Peter H. Reynolds  
Typed Name

Director  
Typed Title