

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee**

In re: *Approval of the Interconnection Agreement Negotiated by DeKalb
Telephone Cooperative and Comcast Phone of Tennessee, LLC*

Docket No. 10-00125

**PETITION FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN DEKALB
TELEPHONE COOPERATIVE AND COMCAST PHONE OF TENNESSEE, LLC**

COME NOW DeKalb Telephone Cooperative (“DeKalb”) and Comcast Phone of Tennessee, LLC (“Comcast”) and file this request for approval of the Interconnection Agreement (the “Agreement”) negotiated between the two companies pursuant to sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”). In support of their request, DeKalb and Comcast state the following:

1. DeKalb and Comcast have successfully negotiated an agreement for interconnection of their networks, exchange of traffic and related ancillary services. A copy of the Agreement is attached hereto and incorporated herein by reference.
2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, DeKalb and Comcast are submitting their Agreement to the TRA for its consideration and approval.
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between Comcast and DeKalb within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation

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

4. DeKalb and Comcast aver that the Agreement is consistent with the standards for approval.

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, Comcast shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

DeKalb and Comcast respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

COMCAST PHONE OF TENNESSEE, LLC

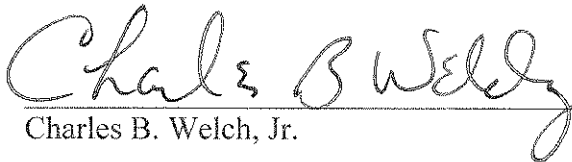
By:



Charles B. Welch, Jr.
Farris Mathews Bobango, PLC
618 Church Street, Suite 300
Nashville, TN 37219
(615) 726-1200

CERTIFICATE OF SERVICE

I hereby certify that on June 24, 2010, a copy of the foregoing document was forwarded via first class mail to Leslie Greer, CEO of DeKalb Telephone Cooperative, 111 High Street, Alexandria, TN 37012.



Charles B. Welch, Jr.

INTERCONNECTION AGREEMENT

BY AND BETWEEN

De Kalb Telephone Cooperative

AND

COMCAST PHONE OF TENNESSEE, LLC

April 9, 2010

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This Interconnection Agreement ("Agreement") is made effective as of the 9th day of April, 2010 by and between De Kalb Telephone Cooperative ("ILEC") with offices at 111 High Street, Alexandria, TN 37012 and Comcast Phone of Tennessee, LLC ("CLEC") a Delaware limited liability company with offices at One Comcast Center, Philadelphia, PA 19103. ILEC and CLEC may also be referred to herein singularly as a "Party" or collectively as the "Parties." This Agreement remains subject to approval by the Commission and, until such approval is received, the Parties Agree that the terms of this Agreement constitute an interim arrangement between the Parties pending such Commission approval.

RECITALS

WHEREAS, ILEC is an incumbent local exchange carrier ("ILEC") and CLEC is a competitive local exchange carrier ("CLEC") and both Parties are authorized by the Tennessee Regulatory Authority ("Commission") to provide telecommunications services in the State of Tennessee; and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") authorize the Parties to negotiate the terms and conditions under which they will interconnect and exchange traffic; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations, terms and conditions under which the Parties will interconnect their networks, exchange traffic and provide other services as permitted by the Act and Applicable Law; and

WHEREAS, the Parties have arrived at this Agreement through negotiations undertaken pursuant to the Act;

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

1. Term of Agreement

- 1.1. This Agreement shall be effective as set forth above and have an initial term of two years. Unless renegotiated pursuant to this Section 1, this Agreement shall automatically renew for successive one (1) year periods.
- 1.2. Either Party may seek to negotiate a new agreement by providing written notice to the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term.
- 1.3. Provided the Parties are pursuing negotiation, mediation, or arbitration of a new Agreement (whether pursuant to Section 1.1 or due to a Change of Law as provided in Section 17.6.3), this Agreement shall continue in full force and effect until such new Agreement is effective.

2. Definitions

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 2.1. Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 2.2. Applicable Law means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction applicable to each Party's performance of its obligations under this Agreement.
- 2.3. Commission means the Tennessee Regulatory Authority.
- 2.4. Customer means a third-party residence or business that utilizes services provided, in whole or in part, by either Party.
- 2.5. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 2.6. DS3 is a digital signal rate of 44.736 Mbps.
- 2.7. Extended Area Service ("EAS") is a service arrangement provided by ILEC whereby Customers in a specific local service exchange area are provided the ability to place and receive interexchange calls to Customers in another mutually exclusive specific local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.
- 2.8. EAS Traffic means two-way traffic that falls within the definition of "EAS" that is exchanged between the Parties.
- 2.9. Interconnection as used in this Agreement is consistent with the manner it is used in Sec. 251 (a) and (b) of the Act.
- 2.10. Interconnection Facility means the facilities or combination of facilities, circuits, service arrangements, trunks and trunk groups used to deliver traffic between the respective ILEC and CLEC networks.
- 2.11. Intra-LATA Toll Traffic means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates in one LATA and terminates at a point in the same LATA, and is not otherwise subject to terms applicable to a calling scope established by the Commission or ILEC tariff service offering to be treated as non-toll traffic.

- 2.12. Internet Service Provider (“ISP”)-Bound Traffic means traffic delivered to a provider of Internet Services and which, for purposes of intercarrier compensation is subject to the FCC’s Order on Remand and Report and Order, FCC 01-131, CC Dockets No. 96-98 and 99-68 as modified or amended.
- 2.13. Inter-LATA Toll Traffic means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates in one LATA and terminates at a point in another LATA, and is not otherwise subject to terms applicable to a calling scope established by the Commission or ILEC tariff service offering to be treated as non-toll traffic.
- 2.14. Interstate Toll Traffic means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates at a point in one state and terminates at a point in another state, and is not otherwise subject to terms applicable to a calling scope established by the Commission or ILEC tariff service offering to be treated as non-toll traffic.
- 2.15. Intrastate Toll Traffic means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates at a point in the state and terminates at a point in the same state, and is not otherwise subject to terms applicable to a calling scope established by the Commission or ILEC tariff service offering to be treated as non-toll traffic.
- 2.16. Local Access and Transport Area (“LATA”) has the same meaning as that contained in the Act.
- 2.17. Local Traffic means, regardless of the transport protocol that may be used, two-way telephone exchange traffic or exchange access traffic exchanged between the Parties that originates and terminates within the ILEC local calling area boundary as established and defined by the Commission and includes any other traffic mandated by the Commission to be treated as non-toll traffic, including intracounty calling as set forth in Exhibit 1.
- 2.18. Non-Local Traffic means, Interstate Toll Traffic, Inter-LATA Toll Traffic and Intra-LATA Toll Traffic, all of which is subject to applicable interstate or intrastate access charges.
- 2.19. Percent Local Usage or PLU is a calculation which represents the ratio of the EAS/Local minutes to the sum of EAS/Local minutes and all other minutes sent between the Parties over Local Interconnection Trunks.
- 2.20. Telecommunications Services shall have the meaning set forth in 47 U.S.C. 153(46).

3. Billing and Payments

- 3.1 If charges are applicable pursuant to this Agreement the following terms and conditions set forth in this Section 3 apply.
- 3.2 Charges for services provided pursuant to a Party's applicable tariff are subject to the payment terms and conditions set forth in the applicable tariff. The charges for any other service or arrangement ("Non-tariff Charges") under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of receipt of the bill and as further provided herein.
- 3.3 Although it is the intent of both Parties to submit timely and accurate statements of Non-tariff Charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion. Notwithstanding the foregoing, neither Party is entitled to bill for services rendered more than one (1) year prior to the date of billing.
- 3.4 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") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.
- 3.5 Billed Disputed Amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement.
- 3.6 If the Parties are unable to resolve the issues related to the Disputed Amounts under this Agreement in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties will appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives. However, all reasonable requests for relevant information made by one Party to the other Party must be honored.
- 3.7 If the Parties are unable to resolve issues related to the Disputed Amounts under this Agreement within sixty (60) days after the Parties' appointment of designated

representatives pursuant to subsection 3.5, then either Party may proceed under the dispute resolution provisions of Section 12.

- 3.8 The Parties agree that all negotiations pursuant to this subsection 3 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- 3.9 Any undisputed amounts under this Agreement not paid when due will accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Applicable Law.

4. Audits

Either Party may conduct an audit of the other Party's books and records that solely pertain 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) Business 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. The Parties agree that the audited Party may object to the selection of a specific auditor if good cause exists for such objection.

5. Limitation of Liability

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

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

6. Indemnification

- 6.1. Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) suffered, made, instituted, or asserted by its own Customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or (iii) arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness. Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of said services.
- 6.2. 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, (iii) assert any and all provisions in its tariff that limit liability to third parties as a bar to any recovery by the third-party claimant in excess of such limitation. 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. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.

- 6.3. 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, and such approval by the Indemnifying Party shall not be unreasonably withheld, 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.

7. 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, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts, or adverse weather conditions, labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts. 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.

8. Nondisclosure of Confidential Information

- 8.1 As used in this Section 8 "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 8.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 4 ("Audits");
 - 8.1.2 Any forecasting information provided pursuant to this Agreement;
 - 8.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
 - 8.1.4 Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - 8.1.5 Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;"

- 8.1.6. Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be “Confidential or “Proprietary”: and
- 8.1.7 All orders (and related information) for any services placed by the Purchasing Party pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of its Customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and call records and Recorded Usage Data whether disclosed by either Party to the other Party or otherwise acquired by either Party in the course of the performance of this Agreement, will be deemed Confidential Information of the originating Party for all purposes under this Agreement. The parties will not exchange Customer Proprietary Network Information unless the disclosure of the information does not require customer approval.
- 8.2 Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information, except to the extent that such information is required to fill an order for services provided under this Agreement.
- 8.3 Except as otherwise provided in this Agreement, the Receiving Party shall:
 - 8.3.1 Use the Confidential Information received from the Disclosing Party only in performance of this Agreement, and only for the specific purpose for which the information was provided; and,
 - 8.3.2 Using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party’s Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party’s Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party’s obligations under this Agreement. The Receiving Party’s Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party’s Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party’s Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party’s Affiliates, to comply with the provisions of this Section.
- 8.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the

Receiving Party, except for any Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement.

- 8.5 Unless otherwise agreed, the obligations of this Section do not apply to information that:
- 8.5.1 Was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 8.5.2 Is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - 8.5.3 Is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 8.5.4 Is independently developed by the Receiving Party;
 - 8.5.5 Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 8.5.6 Is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall make commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 8.6 Notwithstanding the provisions of this Section of the Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 8.7 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 8.8 The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are

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

- 8.9 Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.
- 8.10 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.

9. Notices

Notices given by one Party to the other under this Agreement shall be in writing and delivered by hand, facsimile (fax) transmission, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and shall be effective when received and properly addressed to:

For CLEC:

Beth Choroser
Executive Director, Regulatory Compliance
Comcast Phone of Tennessee, LLC
One Comcast Center, 50th Floor
Philadelphia, PA 19103

With a copy to:
CLEC

Brian A. Rankin
Vice President, Chief Telephony Counsel
Comcast Phone of Tennessee, LLC
One Comcast Center, 50th Floor
Philadelphia, PA 19103

For ILEC:

Leslie Greer, CEO
111 High Street
Alexandria, TN 37012
615-464-2303 direct
615-597-1500 fax

or to such other location as the receiving Party may direct in writing.

10. Severability

If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the portion of the Agreement which is unenforceable or 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, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.

11. 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 or transfer (whether by operation of law or otherwise) 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 ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.

12. Dispute Resolution

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without 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.

12.1 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 Parties intend that these negotiations be conducted by non-lawyer, business representatives. 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, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

12.2 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 arbitration procedure and the associated arbitrator. Notwithstanding the foregoing, if negotiations have reached an impasse within the ninety (90) day period, then neither Party should be precluded from seeking any remedy available to it at law or equity.

12.3 Continuous Service

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including making payments in accordance with Section 4, 5, and 6) in accordance with this Agreement.

13. 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 FCC and the state of Tennessee.

14. Taxes

Each Party shall be responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 6 indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges.

15. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

16. Publicity

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press

releases, publicity matters or other promotional materials without such Party's prior written consent.

17. Miscellaneous

- 17.1. Amendments. This Agreement may not be amended, modified, or supplemented, except by written instrument signed by both Parties.
- 17.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.
- 17.3. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 17.4. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.
- 17.5. Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- 17.6. Negotiated Compromise, Reservation of Rights, and Change of Law

17.6.1 Negotiated Compromise

This Agreement represents a compromise of each Party's positions based upon a combination of multiple interrelated issues of differing importance to each Party. The Parties negotiated the terms and conditions of this Agreement as a total arrangement and it is intended to be taken as a whole. Accordingly, the rates, terms and conditions have been entered into as a single transaction consisting of the entire Agreement. No rate, term or condition contained in this Agreement may be construed or otherwise interpreted by anyone as a reflection of either Parties' legal opinion or position regarding either Parties' obligation or rights under Section 251 or 252 of the Act or other Applicable Law. Neither Party will assert in any regulatory, judicial or legislative proceeding that anything in this Agreement constitutes a precedent as to the subject matter addressed in this Agreement.

17.6.2 Reservation of Rights

Nothing in this Agreement precludes either Party from taking any position in any Commission proceeding or proceeding before the FCC relating to any issue, including matters specifically related to the subject matter of this Agreement or from petitioning the Commission or the FCC to resolve any issue, including matters specifically related to the subject matter of this Agreement. The Parties reach this Agreement without waiving or prejudicing any positions they have taken previously, or may take in the future, in any judicial, legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, or other types of arrangements prescribed in, this Agreement.

17.6.3 Change of Law

Upon the effective date of any legislative, regulatory, judicial or other legal action that materially affects any material terms of this Agreement, or the ability or obligation of either of the Parties to perform any material terms of this Agreement, a Party may, on thirty (30) days' written notice seek renegotiation of all or part of the Agreement. If such notice for renegotiation is limited to specified issues, in light of the Negotiated Compromise nature of this Agreement as described in Section 17.6.1, the other Party may respond with a request for renegotiation of additional provisions of the Agreement or the entire Agreement. Whether the resulting renegotiation is limited to specified issues or the entire Agreement, the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the date of the Party's request for renegotiation, whether such action was commenced before or after the effective date of this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute may be referred to the Dispute Resolution procedure set forth herein, or alternatively, neither Party shall be precluded from seeking any remedy available to it at law or equity.

- 17.7. No Third-Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right.

18. Interconnection

- 18.1 Indirect Interconnection. The Parties agree to permit the indirect interconnection of their respective networks for the exchange of traffic under this Agreement. The Parties agree that indirect interconnection for the transport and termination of traffic may take place via a third party's tandem transit arrangement. To the extent indirect interconnection is used, the Parties shall establish two-way direct trunk groups when the volume of transit traffic originating from one Party and passing through the third-party tandem transit switch to which each Party is directly connected, and

terminating at the other Party, exceeds the two hundred forty thousand (240,000) minutes of use, on a monthly average basis, for each month of any three (3) consecutive months.

In the event indirect interconnection is utilized, each Party shall be wholly financially responsible for the charges associated with the utilization of its chosen third party transit provider. Specifically, each party shall be financially responsible for the tandem transit charges associated with traffic it originates. The Parties acknowledge that this provision shall be modified consistent with Section 17.6.3 of this Agreement in the event that it is determined that an ILEC is not responsible for the transport of traffic beyond physical points of interconnection on its existing network.

18.2 Direct Interconnection. In the event the Parties agree to directly interconnect, the Parties agree that direct interconnection shall be achieved via the installation of Interconnection Facilities, with a single point of interconnection ("POI") to be designated on such facilities, at CLEC's option, at either:

- (i) An established "mid-span meetpoint" POI located at or within the ILEC's service area exchange boundary; or,
- (ii) Any other mutually-agreed to POI location arrangement as may be mutually agreed to by the Parties, including, but not limited to use of a third-party carrier's facilities.

18.2.1 Direct Interconnection via a single POI provides CLEC interconnection to enable the exchange of traffic to all of ILEC's NXX codes as set forth in the Appendix to this Agreement.

18.2.2 Interconnection Facility Responsibility.

18.2.2.1 Each Party will be 100% responsible operationally and financially for provisioning Interconnection Facilities to the POI for both the delivery to the POI of any traffic it sends to the other Party or receipt of any traffic sent by the other Party to the POI under the terms of this Agreement.

18.2.2.2 CLEC may purchase Interconnection Facilities from a third party or from ILEC. Rates for facilities purchased from ILEC are specified in ILEC's applicable local or access tariff.

18.2.2.3 If CLEC selects the mid-span meetpoint POI option under Section 18.2 and the ILEC's service area boundary is different than a "meet point" that may exist between ILEC and the direct facility provider (e.g. the "meet point" occurs at ILEC switch miles inside the ILEC service area

boundary rather than “at” the service area boundary), ILEC is still agreeing to 100% for the portion of the direct facility on the ILEC side of the ILEC service area boundary. This compromise is for the purpose of agreement and in no way prejudices any position any of the Parties may take on this matter with respect to future agreements or regulatory or legislative proceedings.

18.2.3 The Parties agree to work cooperatively to establish trunk requirements for the exchange or delivery of traffic between the Parties, including, but not limited to, the exchange of good faith traffic forecasts and, where technically feasible, two-way trunking arrangements

18.2.4 Upon mutual agreement, CLEC and ILEC may utilize Interconnection Facilities procured in any capacity for the mutual exchange of combined traffic.

18.3 Each Party shall measure and accurately identify traffic delivered to the other Party. The charges for usage shall be subject to appropriate compensation based on jurisdiction. Neither Party shall assess access charges to the other Party for the termination of Local Traffic. Charges shall, however, be applied to any Non-Local traffic that may be delivered to a Party under this Agreement at the terminating Party’s applicable access tariff rates.

18.3.1 If the Parties mutually agree that a Party may combine Local and Non-Local Traffic on the same group, and should either Party be unable to measure and accurately identify such Local vs. Non-Local Traffic, the originating Party shall provide auditable PLU and PIU (Percent Interstate Usage) factors necessary to appropriately jurisdictionalize the traffic.

18.3.2 Each Party may audit the development of the other Party’s actual usage or the development of the jurisdictional usage factors referred to in Section 18.3.1, as set forth in the Audit provisions, Section 4 of this Agreement.

18.4 To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network as required by FCC rules (47 C.F.R. 64.1601). If the percentage of calls transmitted with CPN is greater than 95%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the minutes of use of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 95% all calls transmitted without CPN will be billed as intraLATA Toll Traffic.

18.5 The Parties shall utilize the common channel out-of-band signaling (CCS) protocol in accordance with accepted industry practice and standard technical specifications. The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue

to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part ("ISUP"), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary for the exchange of traffic.

- 18.6 The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages, to facilitate full interoperability of all CLASS features and functions between their respective networks.
- 18.7 Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered.
- 18.8 Dialing Parity. The Parties shall provide dialing parity in accordance with 47 U.S.C. Section 251(b)(3) and Applicable Law.
- 18.9 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion, and to investigate, minimize and take corrective action in cases of fraud by third parties. Neither party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of fraud by the other Party's Customers or other third parties. Provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

19. Intercarrier Compensation

19.1 Compensation for Local Traffic Transport and Termination

The rates to be charged for the exchange of Local Traffic are set forth in Attachment I of this Agreement and shall be applied consistent with the provisions of Section 18 of this Agreement.

19.2 Compensation for Non-Local Traffic

Compensation for the termination of Non-Local Traffic and the origination of 800 traffic between the Parties shall be based on applicable tariff access charges in

accordance with FCC and Commission Rules and Regulations and consistent with the provisions of this Agreement.

19.3 Treatment of ISP-Bound Traffic

19.3.1 The Parties agree to transport and switch ISP-Bound Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.

19.3.2 The Parties acknowledge that under current network and service arrangements, some ISP-Bound Traffic may be switched and transported as if it is Local Traffic. The switching and transport of ISP-Bound Traffic over the Interconnection Facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. Notwithstanding any other provision of this Agreement, the Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of ISP-Bound Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating ISP-Bound Traffic including, but not limited to, compensation for switching, transport or termination of ISP-Bound Traffic.

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

20. Office Code Translations

20.1 It shall be the responsibility of each Party to program and update its own switches and network systems information in the Local Exchange Routing Guide ("LERG").

20.2 In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

20.3 If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. An N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf,

including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

21. Local Number Portability.

21.1 The Parties shall provide number portability in accordance with 47 U.S.C. Section 251(b)(2) and Applicable Law and will use commercially reasonable efforts to follow the applicable and most current LNP methods and processes approved by the LNP Administration Working Group of the North American Numbering Counsel.

21.2 Coordination of Transfer of Service

21.2.1 To serve the public interest of Customers, the Parties agree that, when a Customer transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring Customers are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public. In an effort to limit the situations where end users may potentially lose service during the porting process, the Parties agree to place the unconditional trigger on the porting end users line a minimum of one business day prior to the port date and the Parties agree they will not remove the unconditional trigger for forty-eight (48) hours after the port date.

21.2.2 The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties.

21.2.3 Each Party is responsible for following FCC rules for obtaining Customer authorization from each Customer initiating transfer of service from one Party to the other Party.

21.2.4 Each Party will accept transfer of service requests from the other Party for one Customer that includes multiple requests for transfers where the Customer will retain one or more telephone numbers.

21.2.5 The Parties agree to forebear from a requirement that a separate letter of authorization (LOA) be provided for each Customer in order to view a prospective Customer's customer service record or to switch the Customer's service. If either Party believes that an advance LOA is required, the Parties will work cooperatively to develop a blanket LOA to cover all prospective Customers.

Exhibit 1

Local Service Areas Covered by this Agreement.

1. The Local Service Areas Covered by this Agreement are the geographic areas described in ILEC's tariff, or other applicable law, to which a ILEC Customer may place a call that will be treated as Local Traffic as defined in Sec.2.17.
2. ILEC will treat NPA-NXX's utilized by CLEC in parity with respect to the treatment afforded to other third-parties with whom ILEC exchanges traffic on a local / non-toll calling basis in the determination of whether the traffic to a CLEC NPA-NXX is treated as Local Traffic.
3. CLEC will provide ILEC notice and associated LERG related information to identify those CLEC NPA-NXXs that it reasonably believes should be treated as Local Traffic pursuant to Sections 1.1 or 1.2 above.
4. The term "local traffic" as used in this section has the same meaning as the definition set forth in Section 2 "Definitions" to this Agreement. The intent of this Agreement is to apply the terms and conditions set forth in the Agreement to traffic between the parties that are applied to traffic between the exchanges of ILEC and between the exchanges of ILEC and those operated by BellSouth or any other incumbent LEC within the Local Service Area as defined in 1 above.
5. Consistent with the network architecture pursuant to which intracounty calling is provided in Tennessee, each party will participate in the TAR database. Each party's obligation to treat the termination of a call as intracounty non-toll is predicated upon the input of the originating customer's number and terminating customer's number into the TAR database in order to identify the call as qualifying for treatment as toll-free.
6. With respect to traffic terminated by one party on the network of the other party that does not qualify as Local Traffic, the terminating party will charge the other party for termination in accordance with its established intrastate access charges.
7. Designation of Points of Interconnection For the Delivery of Local Traffic pursuant to this Agreement :ILEC's service area boundary V = 6967 and H = 2540.

ATTACHMENT 1 - PRICING SCHEDULE

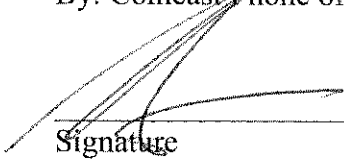
Schedule of Charges for the Exchange of Local and Extended Area Service (EAS) Traffic Pursuant to this Agreement.

The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's transport and termination of Local Traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to Customers located in the specific geographic areas set forth in Exhibit 1, the exchange of Local and EAS Traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement. The Parties have each individually considered the scope of this traffic and concluded that the exchange of the traffic covered by this Agreement will be balanced.

Consistent with the termination provisions of this Agreement, each Party reserves the right to negotiate a transport and termination rate in the event that the Party subsequently determines that the exchange of traffic is not materially in balance. If a Party decides to exercise such right to negotiate a transport and termination rate, in light of the Negotiated Compromise nature of this Agreement as described in Section 17.6.1, the other Party may respond with a request for renegotiation of additional provisions of the Agreement or the entire Agreement. Whether the resulting renegotiation is limited to negotiation of a transport and termination rate, additional specified issues, or the entire Agreement, the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute may be referred to the Dispute Resolution procedure set forth herein.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Comcast Phone of Tennessee, LLC



Signature

SUSAN JIN DAVIS

Typed or Printed Name

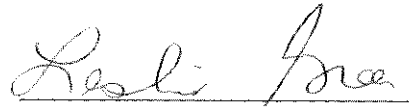
VP - STRATEGIC SERVICES

Title

6-11-10

Date

By: De Kalb Telephone Cooperative



Signature

Leslie Greer

Typed or Printed Name

CEO

Title

May 27, 2010

Date