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November 17, 2017

**VIA ELECTRONIC MAIL: TPUC.DOCKETROOM@TN.GOV
AND FEDEX OVERNIGHT
TRACKING NO. 7707 7964 8650**

Chairman David Jones
Tennessee Public Utility Commission
c/o Sharla Dillon, Dockets and Records Manager
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

**Re: Approval of the Interconnection Agreement Negotiated by and
between West Tennessee Telephone Co., Inc. and Charter Fiberlink -
Tennessee, LLC; Docket No. 17-00133**

Dear Chairman Jones:

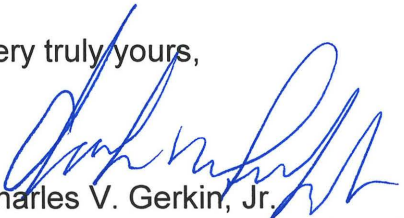
On behalf of Charter Fiberlink - Tennessee, LLC ("**Charter Fiberlink**") enclosed for filing in the referenced docket is the *Petition for Approval of the Interconnection Agreement Negotiated by and between West Tennessee Telephone Co., Inc. ("**West Tennessee**") and Charter Fiberlink - Tennessee, LLC*. I will provide, under separate mailing, the required \$50.00 filing fee made payable to the Tennessee Public Utility Commission ("**Commission**") along with the original and four (4) copies of the Petition.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Commission is charged with approving or rejecting the negotiated Agreement between West Tennessee and Charter Fiberlink within ninety (90) days of its submission. The Act provides that the Commission 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. West Tennessee and Charter Fiberlink aver that the Agreement is consistent with the standards for approval. Charter Fiberlink respectfully requests that the Commission approve the Agreement.

Chairman David Jones
c/o Sharla Dillon, Dockets and Records Manager
November 17, 2017
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Please let me know if you have any questions or if you need any additional information.

Very truly yours,



Charles V. Gerkin, Jr.
Counsel to Charter Fiberlink - Tennessee, LLC

CVG/nh

Encs. Check No. 1704

cc: Charter Fiberlink - Tennessee, LLC (*with Enc. and via Electronic Mail*)
Ms. Lisa Wigington, West Tennessee Telephone Co., Inc. (*with Enc. and via Electronic Mail*)

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by and between West Tennessee Telephone Co., Inc. and Charter Fiberlink - Tennessee, LLC Pursuant to Section 251(a) and 251(b) of the Telecommunications Act*

Docket No. _____

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT
NEGOTIATED BY AND BETWEEN WEST TENNESSEE TELEPHONE CO., INC. AND
CHARTER FIBERLINK - TENNESSEE, LLC PURSUANT TO SECTIONS 251(a) AND
251(b) OF THE TELECOMMUNICATIONS ACT**

Charter Fiberlink - Tennessee, LLC ("**Charter Fiberlink**") respectfully files this request with the Tennessee Public Utility Commission ("**Commission**") for approval of the attached Interconnection Agreement (the "**Agreement**"). The Agreement was negotiated by and between Charter Fiberlink and West Tennessee Telephone Co., Inc. ("**West Tennessee**") pursuant to Sections 251(a) and 251(b) of the Telecommunications Act of 1996 (the "**Act**"). The Agreement provides for the interconnection and mutual exchange of traffic between the two companies' networks. Charter Fiberlink, therefore, respectfully requests that the Commission act within the ninety (90) days specified by the Act and approve the Agreement.

In support of its request, Charter Fiberlink states the following:

THE PARTIES

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

2. Charter Fiberlink is a telecommunications carrier that has been granted authority by the Commission to provide competitive local exchange service in the State of Tennessee.

THE AGREEMENT

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

4. West Tennessee and Charter Fiberlink have entered into this Agreement, pursuant to Sections 251(a) and 251(b) of the Act.

5. Pursuant to Section 252(e) of the Act, Charter Fiberlink is submitting the Agreement to the Commission for its consideration and approval.

COMPLIANCE WITH THE ACT

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

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

APPROVAL OF THE AGREEMENT

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

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

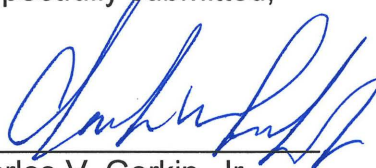
9. West Tennessee and Charter Fiberlink aver that the Agreement is consistent with the standards for approval.

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

11. Charter Fiberlink respectfully requests that the Commission approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This the 17th day of November, 2017.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Charles V. Gerkin, Jr.", is written over a horizontal line.

Charles V. Gerkin, Jr.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1700
Atlanta, Georgia 30346

COUNSEL TO CHARTER FIBERLINK -
TENNESSEE, LLC

CERTIFICATE OF SERVICE

I, Charles V. Gerkin, Jr., hereby certify that on this 17th day of November, 2017, I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via electronic mail:

Ms. Lisa Wigington
West Tennessee Telephone Co., Inc.
236 East Capitol Street
Jackson, MS 39201

A handwritten signature in blue ink, appearing to read "Charles V. Gerkin, Jr.", is written over a horizontal line.

Charles V. Gerkin, Jr.
Counsel to Charter Fiberlink - Tennessee, LLC

FRIEND, HUDAK & HARRIS, LLP
Three Ravinia Drive, Suite 1700
Atlanta, Georgia 30346
Telephone: 770-399-9500
Facsimile: 770-395-0000
Email: cgerkin@fh2.com

ATTACHMENT

**INTERCONNECTION AGREEMENT NEGOTIATED BY AND BETWEEN WEST
TENNESSEE TELEPHONE CO., INC. AND CHARTER FIBERLINK - TENNESSEE,
LLC**

LOCAL TRAFFIC EXCHANGE AND INTERCONNECTION AGREEMENT

This Local Traffic Exchange and Interconnection Agreement (this "Agreement") is made by and between West Tennessee Telephone Co., Inc. ("ILEC") and Charter Fiberlink - Tennessee, LLC ("CLEC") and shall be effective on December 1, 2017 (the "Effective Date"). This Agreement may refer to either ILEC or CLEC or both individually as a "Party" or collectively as the "Parties."

Witnesseth:

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

WHEREAS, CLEC is authorized by the Commission to operate as a Competitive Local Exchange Carrier in the State of Tennessee; and

WHEREAS, ILEC is a rural telephone company as defined in subsection 153(37) of the Act; and

WHEREAS, this Agreement is entered into under subsections 251(a) and (b) of the Act;

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

1. DEFINITIONS

1.1. **Act** means the Communications Act of 1934, as amended, *inter alia*, by the Telecommunications Act of 1996.

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

1.3. **Commission** is defined as the Tennessee Public Utility Commission.

1.4. **End User** means the ultimate user of a voice communications service provided by (i) a Party to this Agreement; or (ii) a wholesale customer of a Party, where the service provided by such Party's customer is derived from a telecommunications service provided by that Party.

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

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

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

1.8. **ISP-Bound Traffic** is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by an End User to an Internet service provider's server or modem physically located in the same Local Calling Area. ISP-Bound Traffic does not include VoIP-PSTN Traffic.

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

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

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

1.12. **Local Traffic** is defined as any call, regardless of the form, format, code or protocol used for call origination, transport or termination, that originates from an End User physically located in one exchange and terminates to an End User physically located in either the same exchange, or in another exchange that is part of the same mandatory Local Calling Area as the originating End User's exchange as defined and specified in ILEC's tariff, including any mandatory Extended Area Service ("EAS") or Extended Community Calling ("ECC") that ILEC (a) is obligated under law to treat as local or (b) otherwise treats as local for all of its End User customers in a Local Calling Area on a non-optional basis. As clarification of this definition and for purposes of Reciprocal Compensation, Local Traffic will include VoIP-PSTN calls only if they terminate to an End User that is physically located in the same exchange, or in another exchange that is part of the same mandatory Local Calling Area, as the exchange in which the originating End User is physically located.

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

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

1.15. **Third Party Transit Traffic** is Local Traffic and ISP-Bound Traffic and any other traffic that (i) originates on one Party's network and is switched and/or transported by the other Party and delivered to a third party's network, or (ii) originates on a third party's network and is switched and/or transported by one Party and delivered to the other Party's network. Traffic originated or terminated by a wholesale customer of a Party is not Third Party Transit Traffic.

1.16. **VoIP-PSTN Traffic** is traffic that originates from and/or terminates to an End User customer of a service that requires Internet protocol-compatible customer premises equipment and is exchanged between carriers in Time Division Multiplexing format. For the avoidance of doubt, VoIP-PSTN Traffic is not limited to traffic originated on an interconnected VoIP service, as that

term is defined in 47 CFR § 9.3, but also includes traffic originated or terminated on a non-interconnected VoIP service, as that term is defined in 47 CFR § 64.601(15).

2. SCOPE OF AGREEMENT.

2.1. This Agreement addresses the rights and obligations of each Party to establish interconnection for the exchange of traffic between the Parties' networks, and the compensation for the exchange of such traffic pursuant to Sections 251 and 252 of the Act. Except for Third Party Transit Traffic, if any, the Parties shall not exchange wireless-to-wireline or wireline-to-wireless traffic pursuant to this Agreement. The Parties agree to exchange Local Traffic and ISP-Bound Traffic through Direct or Indirect Interconnection as described herein.

3. TERM OF THE AGREEMENT.

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

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

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

3.4. If the Parties are unable to negotiate a new agreement within one hundred and thirty five (135) days after notice is provided pursuant to Section 3.2, either Party may petition the Commission to arbitrate any open issues pursuant to Section 252 of the Act.

3.5. Termination Upon Default.

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

a. A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

b. A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or

c. A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 18.8 of this Agreement.

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

4. INDIRECT INTERCONNECTION.

4.1. Either Party may deliver Local Traffic and ISP-Bound Traffic indirectly to the other for termination through any carrier or combination of carriers to which both Parties' networks are interconnected directly or indirectly. The Originating Party shall bear all charges payable to the transiting carrier(s) for such transit service with respect to Local Traffic and ISP-Bound Traffic originated by such Party and shall bear the cost of all facilities necessary to deliver such traffic to the transiting carrier.

4.2. Unless otherwise agreed, the Parties shall exchange all Local Traffic and ISP-Bound Traffic indirectly through one or more transiting carriers until the total volume of Local Traffic and ISP-Bound Traffic being exchanged between the Parties' networks exceeds 240,000 minutes per month for three (3) consecutive months, at which time either Party may request the establishment of Direct Interconnection. Notwithstanding the foregoing, if either Party is unable to arrange for or maintain transit service for its originated Local Traffic upon commercially reasonable terms before the volume of Local Traffic and ISP-Bound Traffic being exchanged between the Parties' networks exceeds 240,000 minutes per month, that Party may unilaterally, and at its sole expense, utilize one-way trunk(s) for the delivery of its originated Local Traffic to the other Party.

a. Upon request from a Party during any calendar year during the Term of the Agreement, the Parties will cooperate to provide a monthly summary of their traffic volumes for the three (3)-month period preceding the request.

4.3. After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Local Traffic and ISP-Bound Traffic indirectly except on an overflow or emergency basis.

4.4. Local Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through one or more transiting carriers shall be subject to the same Reciprocal Compensation, if any, as Local Traffic and ISP-Bound Traffic exchanged through Direct Interconnection. Nothing herein is intended to limit any ability of the Terminating Party to obtain compensation from a transiting carrier for Local Traffic or ISP-Bound Traffic transmitted to the Terminating Party through such transiting carrier.

5. DIRECT INTERCONNECTION.

5.1. At such time as either Party requests Direct Interconnection pursuant to Section 4.2 or as otherwise agreed, the Parties shall establish Direct Interconnection of their networks at a single Point of Interconnection ("POI") for the exchange of all Local Traffic and ISP-Bound Traffic between their networks except for indirect overflow or emergency traffic as provided in Section 4.3. The Parties will establish trunks to exchange Local Traffic and ISP-Bound Traffic and agree that all Local Traffic and ISP-Bound Traffic exchanged between them over Direct Interconnections will be on trunks exclusively dedicated to Local Traffic and ISP-Bound Traffic. Except as otherwise provided in this Section 5, the POI is the location where one Party's operational and financial responsibility begins and the other Party's operational and financial responsibility ends. Each Party will be financially responsible for all facilities and traffic located on its side of the POI except as otherwise expressly stated herein. If the Parties agree to two-way trunk groups to exchange Local Traffic they will mutually coordinate the provisioning and quantity of trunks. To the extent that the Parties are unable to agree upon the provisioning and quantity of two-way trunks, each Party shall use one-way trunks to deliver its originated Local Traffic and ISP-Bound Traffic to the other Party.

5.2. The Parties shall endeavor to establish the location of the POI by mutual agreement. Except as expressly provided otherwise in this Section 5 or otherwise agreed by the Parties, the POI must be located within ILEC's Local Service Area at a technically feasible point on ILEC's network. In selecting the POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party. If the Parties are unable to agree upon the location of the POI, then either Party may petition the Commission to arbitrate any open issues regarding location of the POI pursuant to Section 252 of the Act.

5.3. Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the POI and, except as expressly stated herein, is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the POI. Notwithstanding anything to the contrary contained herein, each Party shall bear the full cost of one-way trunks used to deliver its originated Local Traffic and ISP-Bound Traffic to the other Party's switch (or its equivalent). If the Parties agree to use two-way trunks to exchange Local Traffic and ISP-Bound Traffic, then each Party shall bear one-half of the total cost of the entire two-way trunks.

5.4. A Party may provide its own facilities on its side of the POI, lease facilities from a third party, or obtain facilities from the other Party, if available, at tariffed rates or, if not tariffed, on negotiated terms. If either Party chooses to lease transport from the other Party, the same physical facility may be used to provision (a) separate trunks for Local Traffic and (b) other trunks, such as special access or Feature Group D trunks.

5.5. Fiber Meet.

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

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

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

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

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

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

5.6 Signaling. The Parties will interconnect their networks, whether directly or indirectly, using Signaling System 7 ("SS7") signaling as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks. Signaling information shall be shared between the Parties based upon bill and keep compensation.

5.7 Signaling Parameters. ILEC and CLEC shall provide each other (and the transit service provider(s) in the event that the Parties are using indirect interconnection) the proper signaling information (e.g., originating Calling Party Number ("CPN"), Jurisdiction Indication Parameter ("JIP") and destination called party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All SS7 signaling parameters will be provided, where technically feasible, including CPN, JIP, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, etc. All privacy indicators will be honored. If each Party provides CPN (valid originating information) and JIP on at least ninety percent (90%) of total traffic, then unidentified traffic originated by such Party will be treated as having the same jurisdictional ratio as the identified traffic. If either Party fails to provide CPN or JIP on at least ninety percent (90%) of its total originated traffic, upon request, it shall provide to the other Party information to demonstrate that Party's originated no-CPN/no-JIP traffic does not include traffic other than Local Traffic and ISP-Bound Traffic. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist in its correction. If either Party gives the other Party written notice that over ten percent (10%) of the traffic it receives from

the other Party lacks CPN or JIP and such condition continues for more than sixty (60) days after such notice, then except to the extent that the other Party demonstrates that its originated no-CPN/no-JIP traffic does not include traffic other than Local Traffic and ISP-Bound Traffic, all traffic originated by the other Party without CPN or JIP shall be treated as intrastate toll traffic and will be subject to applicable intrastate switched access charges, provided that both Parties' intrastate access charges shall comply with FCC requirements concerning access charges for VoIP-PSTN traffic. Notwithstanding the proceeding sentence, 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 Terminating Party and the traffic is not otherwise subject to intrastate access charges.

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

5.9. Neither Party will deliver IntraLATA or interLATA toll switched access traffic, untranslated traffic to service codes (e.g., 800, 888), or N11 Traffic to the other Party pursuant to this Agreement.

5.10. After the Parties have established Direct Interconnection, ILEC will provide transit service to CLEC, delivering traffic originated on CLEC's network to third-party carriers with whom ILEC has direct interconnection and delivering traffic originated by such third-party carriers to CLEC. CLEC shall indemnify ILEC against any termination charges assessed by third-party carriers for traffic that ILEC delivers to carrier on behalf of CLEC. CLEC shall compensate ILEC for transiting traffic to third-party carriers at a rate equal to ILEC's interstate switched access rates. CLEC may provide transit service, delivering traffic originated by ILEC to third-party carriers and delivering traffic originated by third-party carriers to ILEC upon the same terms only if CLEC's switch is identified in the LERG as a tandem.

6. NETWORK MANAGEMENT.

6.1. General. The Parties will work cooperatively with each other to install and maintain effective and reliable interconnected networks. 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. The Parties will provide public notice of network

changes in accordance with applicable federal and state rules and regulations.

6.2. Dialing Parity. ILEC and CLEC shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating traffic that requires dialing to route a call.

6.3. Programming. Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the Local Exchange Routing Guide guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, nor shall either Party fail or refuse to promptly load the other Party's assigned NPA-NXX codes into its switch(es).

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

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

7. COMPENSATION FOR CALL TRANSPORT AND TERMINATION.

7.1. Local Traffic.

a. The Parties agree that Local Traffic originating on each Party's network that is delivered for termination on the other Party's network is expected to be roughly balanced and, in light of the total anticipated volume of such Local Traffic, that the net amount of any reciprocal compensation for the transport and termination of such Local Traffic is expected to be *de minimis*. Accordingly, except as otherwise provided in Section 7.1.b, the Parties agree to a "bill and keep" reciprocal compensation plan under which neither Party shall be required to compensate the other for the transport and termination of Local Traffic.

b. Either Party may request at any time, but not more often than once in any consecutive twelve (12) month period, a traffic study to determine the relative volumes of Local Traffic originating on each Party's network that are delivered for termination on the other Party's network. If such traffic study determines that the volume of Local Traffic is out of balance to the extent that one Party is terminating sixty percent (60%) or more of the total volume of Local Traffic exchanged per month for three (3) consecutive months, then until another traffic study establishes that the volume of Local Traffic is no longer out of balance, each Party shall compensate the other Party for the transport and termination of Local Traffic at the reciprocal compensation rate of \$0.0007 per minute.

7.2. ISP-Bound Traffic. The Parties agree to exchange ISP-Bound Traffic on a "bill and keep" reciprocal compensation plan.

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

7.4. Neither Party shall represent switched access traffic or other non-Local Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.

7.5. CLEC represents and warrants that all of its traffic originates and terminates in Internet Protocol format. Accordingly, all traffic exchanged between the Parties shall be VoIP-PSTN traffic unless the Parties agree to exchange traffic in Internet Protocol format.

8. LOCAL NUMBER PORTABILITY.

8.1. Local Number Portability ("LNP") provides an End User of local exchange service the ability to retain an existing telephone number when changing from one local exchange carrier to another.

8.2. The Parties shall provide LNP in accordance with 47 U.S.C. § 251(b)(2) and all applicable FCC orders and regulations concerning LNP. Unless otherwise agreed to by the Parties, the Parties will port numbers using the ten-digit trigger.

8.3. Porting of telephone numbers from one Party to another will be done in accordance with the guidelines, standards and terms and conditions set forth in the most current version of ILEC's LNP Business Rules. CLEC's and ILEC's associated service charges for LNP are contained in the Pricing Attachment.

9. COORDINATION OF TRANSFER OF SERVICE.

9.1. To serve the public interest of End Users, the Parties agree that when an End User 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 End Users are not without service for any extended period of time. Activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

9.2. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures for the exchange of necessary information for coordination of service transfers between the Parties.

9.3. 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.

9.4. Except as provided in Section 9.5, the Parties agree to forebear from any requirement that a separate letter of authorization ("LOA") be provided for each customer in order to view an End User's customer service record or to switch the customer's service. This Agreement will serve as a "blanket LOA" by which each Party agrees that it will not submit requests to view a customer service record or switch an End User's service without having proper authorization from the End User upon whose behalf service is offered and meeting all applicable state and federal requirements for such requests.

9.5. In the event an End User has a local freeze on its service, the Party issuing the request will promptly provide a copy of an LOA or other legally authorized validation of its authority to make such a request, or a service order signed by the End User indicating its authority to make such a request. Alternatively, to the extent provided for in the FCC's rules, the Party administering the freeze must accept the customer's oral authorization to lift a local freeze, and must permit such authorization to be given via a three-way call between the Party issuing the request, the Party administering the local freeze, and the customer.

10. DIRECTORY LISTINGS AND DISTRIBUTION.

10.1. CLEC may provide to ILEC or ILEC's directory publisher, as specified by ILEC, the subscriber list information (including additions, changes and deletions) for CLEC's End Users located within ILEC's operating areas who desire to be Listed, Non-listed, or Non-Published in ILEC's directories. It is CLEC's responsibility to submit directory listings in the prescribed manner to ILEC or ILEC's directory publisher prior to the directory listing publication cut-off date, which will be provided by ILEC or ILEC's directory publisher to CLEC upon request.

10.2 Nothing in this Paragraph shall require ILEC to publish any such directory and ILEC can discontinue or modify any directory it publishes from time to time in its sole discretion.

10.3 The prices at which ILEC agrees to provide CLEC with White Pages Directory services are contained in the Pricing Attachment.

10.4. ILEC will include or cause its directory publisher to include CLEC's End Users' primary listings (residence, business and government) in its White Pages Directory, and if applicable, in its Yellow Pages Directory under the appropriate heading classification as determined by the directory publisher or in a section devoted to government listings, as well as in any electronic directories in which ILEC's own End Users are ordinarily included. Listings of CLEC's End Users will be interfiled with listings of ILEC's customers and the customers of other LECs, in the local section of ILEC's directories.

10.5. Listings.

a. CLEC may identify End Users that have elected not to have their number published. To the extent CLEC does not wish to have its End User's listing Listed, Non-listed, or Non-Published, CLEC may remove such listing from ILEC's database via the industry standard process without charge. Charges will apply for End Users identified as "Non-Listed" or "Non-Published" per ILEC's Price List maintained pursuant to Tennessee law.

b. ILEC will provide each of CLEC's End Users a primary listing in the telephone directories at no charge other than the Local Service Request charge included in the Pricing Attachment. CLEC will pay ILEC's standard charges for additional directory listings for the same End User.

c. CLEC may choose to purchase additional directory listing services pursuant to applicable pricing schedules as may be published from time-to-time.

10.6. Directory Distribution.

a. ILEC will distribute its annual telephone directories to CLEC's End Users. CLEC shall pay the White Pages Directory charge listed in the Pricing Attachment for each directory delivered to a CLEC End User. CLEC will provide any necessary delivery information (e.g., mailing labels).

b. CLEC may choose to purchase additional books ("Reserves") subject to such availability and the White Pages Directory Charge. CLEC shall request any such additional directories ninety (90) days prior to the publishing date.

c. Nothing in this Section requires ILEC to provide CLEC End Users with telephone directories from ILEC Reserves, and such requests will be referred back to CLEC unless otherwise provided for.

10.7 Liability

a. Except for its remedies in this Agreement relating to default, CLEC hereby releases ILEC from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to ILEC, and/or CLEC's subscriber listing information as it appears in the White Pages Directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

b. CLEC shall indemnify, protect, save harmless and defend ILEC (or ILEC's officers, employees, agents, assigns and representatives) and the publisher(s) of any ILEC directory from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information, except to the extent any such losses, damages, or other liability result solely from ILEC's negligence. CLEC shall so indemnify regardless of whether

the demand, claim or suit by the third party is brought jointly against CLEC and ILEC, and/or against ILEC alone. However, if such demand, claim, or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages Directory, ILEC may, at its option and at its own sole expense, assume and undertake its own defense, or assist in the defense of the CLEC.

11. 911/E911 SERVICES.

11.1. ILEC utilizes the 911 System Provider contracted by the Tennessee Emergency Communications Board to operate the Emergency Services Internet Protocol Network ("ESINet") for the geographic area of ILEC for provision of 911/E911 services. The CLEC is responsible for establishing its interconnection to the ESINet. CLEC may obtain trunks or facilities for such interconnection, if available, from ILEC at ILEC's tariffed rates. All relations between the 911 System Provider and the CLEC are totally separate from this Agreement, and ILEC makes no representation on behalf of the 911 System Provider.

11.2. Each Party shall be responsible for entry of its own Automatic Line Identification ("ALI") records in the 911 System Provider's ALI database.

11.3. The 911 System Provider maintains the Master Street Address Guide ("MSAG") for the geographic area of ILEC and, therefore, (a) ILEC has no responsibility to provide MSAG to CLEC, and (b) CLEC must obtain MSAG from the 911 System Provider and is solely responsible for continued updates.

12. ACCESS TO THE NETWORK INTERFACE DEVICE ("NID").

12.1. Each Party will allow the other Party access to the End User side of the NID consistent with FCC rules. The Party to which the End User is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the End User is transferring service. Where a NID is of the type which provides for End User access to one side of the NID, the Party to which the End User is transferring service may elect to remove the inside wire at the connection(s) within the End User side of the NID. Where a NID is of an older type not allowing access to the End User side of the NID, the Party to which the End User is transferring service may make a clean cut of the inside wire at the closest point to the NID. If CLEC so cuts the inside wire, CLEC will exercise reasonable efforts to make such cut at the closest point to the NID. When CLEC is connecting a CLEC-provided loop to the inside wiring of an End User's premises through the End User side of the ILEC NID, CLEC does not need to submit a request to ILEC, and ILEC shall not charge CLEC for access to the ILEC NID.

13. BILLING AND PAYMENT.

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

13.2. Payment Due. Payment of all invoices is due within sixty (60) days after the invoice date. If the sixtieth day after the invoice date falls on a Saturday, Sunday or designated bank holiday, the payment due date shall be the next day thereafter that is not a Saturday, Sunday or designated bank holiday.

13.3. Late Payment Charge. Late payments (including late payment of disputed amounts that are resolved in favor of the Billing Party) shall be subject to a late payment charge equal to the lesser of one percent (1%) per month or portion thereof or the maximum rate allowed by law of the unpaid balance until the full amount due, including associated late payment charges, is paid in full. Late payment charges do not accrue on unpaid late payment charges.

13.4. Billing Disputes.

a. Unpaid Amounts. The billed Party shall provide written notice to the billing Party of any dispute concerning any billed but unpaid amount within sixty (60) days after the invoice date, providing specific details regarding the disputed amount and the reason for disputing each disputed item. The billed Party shall pay by the payment due date all invoiced amounts that are not disputed within sixty (60) days of the invoice date, subject to the right to dispute amounts after payment as provided in Section 13.4.b.

b. Paid Amounts. The billed Party shall provide written notice to the billing Party of any dispute concerning any billed amount which the billed Party has already paid within ninety (90) days after the invoice date. If the billed Party fails to dispute any amount within such ninety (90) day period, whether paid or not, the amount billed shall conclusively be deemed correct, and the billed Party shall be deemed to have waived any right to dispute its obligation to pay such amount or to seek a refund thereof.

c. Prospectively Disputed Class of Charges. If a class of charges has been invoiced to the billed Party for three consecutive billing periods and the billed Party has specifically disputed that class of charges in accordance with Section 13.4.a during each of the three consecutive billing periods and such dispute either remains unresolved or is resolved in the billed Party's favor, the billed Party may dispute that class of charges on a prospective basis beginning with the fourth billing period in which that class of charges is invoiced until the dispute is resolved by giving written notice of such prospective dispute within ten (10) business days after the due date of the fourth consecutive invoice containing the disputed class of charges, providing specific details regarding the disputed class, as well as the circumstances surrounding and reasons for disputing the class of charges.

d. Resolution of Disputes. All disputes concerning invoiced amounts will be resolved pursuant to the Dispute Resolution provisions set forth in Section 14. Upon resolution of any disputed charges -

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

actually paid by the billed Party with respect to such disputed amounts; and

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

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

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

14. DISPUTE RESOLUTION.

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

14.2. Informal Resolution of Disputes. At the written request of either Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any arbitration, lawsuit or regulatory proceeding without the concurrence of all Parties. Documents identified in or provided with such communications which are not prepared for purposes of the negotiations are not so exempted and may, if otherwise discoverable, be discovered or if otherwise admissible, be admitted in evidence, in any arbitration, lawsuit or regulatory proceeding. The Parties intend that these negotiations be conducted by non-lawyer business representatives, but nothing prevents either Party from also involving their legal counsel in the process.

14.3. Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution of any dispute within sixty (60) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. Each Party shall bear its own costs

arising from any formal dispute resolution process, except that the Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

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

15. LIABILITY.

15.1. Indemnity. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party and its officers, directors, employees, agents and suppliers (collectively, "Indemnified Party") from and against losses, costs, claims, liabilities, damages, and expenses (including reasonable attorneys' fees) (collectively, "Damages") suffered or asserted by customers and other third parties for:

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

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

15.2. Procedure. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action, and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit. Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's written approval.

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

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

15.5. The limitation of liability in Section 15.3 shall not apply to:

- a. provable damages arising from the gross negligence or willful misconduct of either Party or its Affiliates or
- b. provable damages arising from either Party's breach of the confidentiality provisions of Section 18.4 or the indemnification provisions of Section 15.1. Nothing herein shall restrict either Party's right to injunctive relief.

15.6. The provisions of this Section 15 shall survive any expiration or termination of this Agreement.

16. NOTICES.

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

To CLEC:

Charter Communications, Inc.
Attn: Legal Department - Telephone
12405 Powerscourt Drive
St. Louis, Missouri 63131

To ILEC:

James W. Garner, Vice President Operations
West Tennessee Telephone Co., Inc.
236 East Capitol Street
Jackson, MS 39201

with copies to:

Charter Communications, Inc.

Attn: Carrier Relations - Regulatory
12405 Powerscourt Drive
St. Louis, Missouri 63131

with copies to:

Lisa Wigington, Director of Revenue
Assurance and Regulatory Compliance
236 East Capitol Street
Jackson, MS 39201

and

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1700
Atlanta, Georgia 30346

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

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

24 Hour Network Management Contacts:

For CLEC:

NOC Phone: 866-248-7662
Email: DLCorpNSOCTechs@CLECcom.com

For ILEC:

NOC Phone: 731-742-0200
Email: TMathis@tec.com

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

17. REGULATORY APPROVAL.

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

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

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

18. MISCELLANEOUS.

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

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

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

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

Parties agree that all information concerning each Party's network, traffic and customers that has not been made public by such Party and all information expressly or impliedly designated by a Party as proprietary information either: (i) is the proprietary information of such Party pursuant to 47 U.S.C. §§ 222(a) and (b), and all traffic and customer information other than subscriber list information is customer proprietary network information as defined in 47 U.S.C. § 222(h)(1); or (ii) is otherwise confidential and proprietary information of the disclosing Party. The Parties shall comply with all valid regulations of the FCC promulgated pursuant to 47 U.S.C. § 222, in addition to all applicable state statutes and regulations. The provisions of this Section 18.4 shall survive any expiration or termination of this Agreement.

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

18.6. Change of Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

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

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

18.9. Audit and Review. Upon reasonable written notice, each Party or its authorized

representative shall have the right to conduct annual reviews of and make copies of the relevant data (including without limitation, billing records) possessed by the other Party to give assurance of compliance with the provisions of this Agreement. Each Party's right to access information for review purposes is limited to data not in excess of twelve (12) months in age, and the Party requesting a review shall fully cooperate with the Party being reviewed and shall bear its own costs associated with conducting such review. The Party being reviewed will fully cooperate with the reviewing Party and provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

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

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

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

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

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

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

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

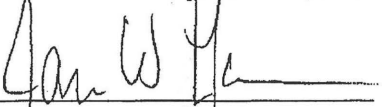
18.17. Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and/or their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

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

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

ILEC:

West Tennessee Telephone Co., Inc.

By: 

Name: JAMES W. GARNER

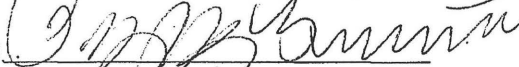
Title: VICE PRESIDENT OPERATIONS

Date: 11-9-2017

CLEC:

Charter Fiberlink - Tennessee, LLC

By: Charter Communications, Inc., its Manager

By: 

Name: Peggy Giaminetti

Title: Vice President, Circuit Operations

Date: 11-13-2017

WEST TENNESSEE TELEPHONE COMPANY, INC., DBA: TEC

PRICING ATTACHMENT

to

INTERCONNECTION AGREEMENT

December 1, 2017

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal Commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation. These rates are reciprocal and apply to services provided by both ILEC and CLEC.

A. Direct Interconnection Facilities:

1. Direct Trunk Transport Termination:
 - a) DS1 \$ 47.63 / termination / month
 - b) DS3 \$ 305.77 / termination / month
2. Direct Trunk Transport Facility:
 - a) DS1 \$ 9.18 / mile / month
 - b) DS3 \$ 79.94 / mile / month
3. Non-recurring Installation Charge
 - a) DS1 \$ 358.81 / order
 - b) DS3 \$ 483.84 / order

B. General Charges:

1. Local Service Request (LSR) \$ 22.50 / request
2. Additional Directory Listing Charge \$ 7.55 / month
3. Non- Published Number Charge \$ 0.50 / month
4. Service Order Cancellation Charge \$ 10.00 / request
5. Service Order Change Charge \$ 10.00 / request
6. Expedited Charge \$ 45.00 / request
7. Restoration of Unauthorized Change Charge \$ 45.00 / request
8. White Pages Directory Charge \$ 10.00 / book
9. White Pages Directory Charge (Mailed) \$ 15.00 / book
10. Pre-Ordering Charge \$15.00 / request
 - o Pre-Ordering (Customer Record Search) applies when the New Service Provider requests a summary of the services currently subscribed to by the end user customer being ported
11. Custom Handling \$ 51.03 for 1st hour
 - o Custom Handling (These NRCs are in addition to any Pre-Ordering or Ordering and Provisioning NRCs) Coordinated Hot Cut per Hour applies when the New Service Provider requests real-time coordination of a service cut-over. (Each additional quarter hour is \$11.25)