

South Central RTC



Total
Communications

South Central Rural Telephone
Cooperative Corporation, Inc.

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MAY 16 2006

PUBLIC SERVICE
COMMISSION

May 15, 2006

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

Case No. 2006-00199

Re: CLEC Agreement between South Central Rural Telephone Cooperative Corporation, Inc. and Sprint Communications Company, L.P.

Dear Ms. O'Donnell:

South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC"), on behalf of itself and Sprint Communications Company, L.P. ("Sprint") hereby submits for approval by the Kentucky Public Service Commission (the "Commission") an original and four (4) copies of the enclosed CMRS Agreement dated to become effective June 1, 2006 (the "Agreement"). This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Sections 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that:

- (1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (2) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

The Parties to the Agreement respectfully submit that the Agreement provides no basis for either of these findings and, thus, request that the Commission approve the Agreement on an expedited basis. The Agreement does not discriminate against any other telecommunications carriers. The Agreement is also consistent with the public interest as identified in the pro-competitive policies of the Commission, the U.S. Congress, and the Federal Communications Commission.

Ms. Beth O'Donnell
Page 2

If you have any questions, please contact Donnie Bennett or myself at (270) 678-2111.

Sincerely,

A handwritten signature in cursive script that reads "Forrest Wilson".

Forrest Wilson, General Manager

Enclosures

cc: Doug Puckett, Sprint, LP, Hard and Soft copy
Eileen Bodamer, Cronin Communications Consultants, (w/o incl.)
Donnie Bennett, SCRTC (w/o incl.)
Bill Feldman, Assistant Director of Filing, Ky. PSC, Soft copy

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MAY 16 2006

PUBLIC SERVICE
COMMISSION

Case No. 2006-00199

AGREEMENT

EFFECTIVE JUNE 1, 2006

by and between

Sprint Communications Company, L.P.

and

South Central Rural Telephone Cooperative Corporation, Inc.

FOR THE COMMONWEALTH OF KENTUCKY

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AGREEMENT

PREFACE

This Agreement ("Agreement") is made by and between Sprint Communications Company, L.P. (Sprint), is a limited partnership with offices at 6200 Sprint Parkway, Overland Park, KS 66251, and South Central Rural Telephone Cooperative Corporation ("SCRTC"), a corporation organized under the laws of the Commonwealth of Kentucky, with offices at 1399 Happy Valley Road, Glasgow Kentucky. (Sprint and SCRTC may be referred to hereinafter, each individually, as a "Party," and, collectively, as the "Parties").

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, SCRTC and Sprint hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated and made a part hereof this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party which has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document (unless Tariff or other regulatory obligations require otherwise); (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until: calendar date two years after effective date (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Sprint or SCRTC may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

- 2.3 If either Sprint or SCRTC provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Sprint or SCRTC has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Sprint and SCRTC; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Sprint or SCRTC provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Sprint nor SCRTC has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms.

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the Commonwealth of Kentucky, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the

Agreement to Applicable Law and to achieve the same economic benefits as contemplated under this Agreement.

- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If the Parties can't reach a voluntary agreement any dispute shall be resolved pursuant to Section 14. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, SCRTC is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Sprint hereunder, then SCRTC may discontinue the provision of any such Service, payment or benefit. SCRTC will provide thirty (30) days prior written notice to Sprint of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

- 6.1 Upon request by SCRTC, Sprint shall provide to SCRTC adequate assurance of payment of amounts due (or to become due) to SCRTC hereunder. Assurance of payment of charges may be required by SCRTC if Sprint (a) in SCRTC's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to Sprint by SCRTC, or (c) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.2 Unless otherwise agreed by the Parties, the assurance of payment shall, at SCRTC's option, consist of (a) a cash security deposit in U.S. dollars held by SCRTC or (b) an unconditional, irrevocable standby letter of credit naming SCRTC as the beneficiary thereof and otherwise in form and substance reasonably satisfactory to SCRTC from a financial institution acceptable to SCRTC. The cash security deposit or letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring

and non-recurring charges), as reasonably determined by SCRTC, for the Services to be provided by SCRTC to Sprint in connection with this Agreement.

- 6.3 To the extent that SCRTC elects to require a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.
- 6.4 If payment of interest on a cash deposit is required by an applicable SCRTC Tariff or by Applicable Law, interest will be paid on any such cash deposit held by SCRTC at the higher of the interest rate stated in such Tariff or the interest rate required by Applicable Law.
- 6.5 SCRTC may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to Sprint in respect of any amounts to be paid by Sprint hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.6 If SCRTC draws on the letter of credit or cash deposit, upon request by SCRTC, Sprint shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.
- 6.7 Notwithstanding anything else set forth in this Agreement, if SCRTC makes a request for assurance of payment in accordance with the terms of this Section, and Sprint has failed to comply with such request in a reasonable time period, then SCRTC shall have no obligation thereafter to perform under this Agreement until such time as Sprint has provided SCRTC with such assurance of payment.
- 6.8 The fact that a deposit or a letter of credit is requested by SCRTC hereunder shall in no way relieve Sprint from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

- 8.1 SCRTC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 Sprint represents and warrants that it is a limited partnership organized in the State of Delaware and validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 Sprint Certification. Notwithstanding any other provision of this Agreement, SCRTC shall have no obligation to perform under this Agreement until such time as Sprint has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Kentucky. Sprint shall not place any orders under this Agreement until it has obtained such authorization. Sprint shall provide proof of such authorization to SCRTC upon request.

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or, (b) thirty (30) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer or check.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

- 9.4 Charges due to the billing Party that are not paid by the Due Date shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party that shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall 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, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

10. Confidentiality

10.1 As used in this Section 10, "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:

10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;

10.1.2 Any forecasting information provided pursuant to this Agreement.

10.1.3 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);

10.1.3.1 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

10.1.3.2 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and

10.1.3.3 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".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information that the other Party has identified as Confidential Information pursuant to Sections 10.1.3.1 or 10.1.3.2.

10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

10.2.1 use the Confidential Information received from the Disclosing Party only

in performance of this Agreement; and,

- 10.2.2 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 10 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 10.
- 10.3 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 (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:
 - 10.4.1 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;
 - 10.4.2 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;
 - 10.4.3 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;
 - 10.4.4 is independently developed by the Receiving Party;
 - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made 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.

- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, 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.
- 10.6 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.
- 10.7 The provisions of this Section 10 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.
- 10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement for a period of three (3) years following such expiration, cancellation, or termination.

11. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Default

Subject to Section 9.3, if either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by Sprint

- 13.1 If Sprint proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, Sprint shall send written notice of such discontinuance to SCRTC, the Commission, and each of Sprint's Customers. Sprint shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, Sprint shall send such notice at least thirty (30) days prior to its discontinuance of service.

- 13.2 Such notice must advise each Sprint Customer that unless action is taken by the Sprint Customer to switch to a different carrier prior to Sprint's proposed discontinuance of service, the Sprint Customer will be without the service provided by Sprint to the Sprint Customer.
- 13.3 Should a Sprint Customer subsequently become a SCRTC Customer, Sprint shall provide SCRTC with all information necessary for SCRTC to establish service for the Sprint Customer, including, but not limited to, the Sprint Customer's billed name, listed name, service address, and billing address, and the services being provided to the Sprint Customer.
- 13.4 Nothing in this Section 13 shall limit SCRTC's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute.

Any time after the initial 45-day period Parties are unable to reach resolution of the dispute, either Party may request that both Parties escalate the resolution to their designated next level contact. Upon such request, each Party will notify the other within 10 days of their designated contact for such discussions. Parties will continue good faith negotiation at the next level of escalation for no less than 15 days before seeking alternative resolution.

After such time, either Party upon written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

Nothing in this Section shall prohibit Parties from seeking third Party resolution or assistance in resolution of disputes upon mutual agreement.

15. Force Majeure

- 15.1 Neither Party shall be responsible for any delay or failure in performance that results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, fiber cuts, flood, fire, explosion, earthquake, volcanic action, power or equipment failures, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), government codes, ordinances, laws, rules regulations or restrictions, inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon request by SCRTC, Sprint shall provide to SCRTC forecasts regarding the Services that Sprint expects to purchase from SCRTC, including, but not limited to, forecasts regarding the types and volumes of Services that Sprint expects to purchase and the locations where such Services will be purchased.

17. Fraud

Sprint assumes responsibility for all fraud associated with its Customers and accounts. SCRTC shall bear no responsibility for, nor is it required to investigate or make adjustments to Sprint's account in cases of, fraud by Sprint's Customers or other third parties.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

19. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Limitation of Liability and Indemnification

- 20.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 20. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or

out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will 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 will 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 occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for 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 20.1 may be zero.

20.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), 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 will not limit a Party's obligation under Section 20.4.

20.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

20.4 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.5 Indemnification Process:

20.5.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 204.

20.5.2 An Indemnifying Party's obligations under Section 20.4 shall be conditioned upon the following:

20.5.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of

the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

20.5.4 If the Indemnified Person fails to comply with Section 20.5.1 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

20.5.5 Subject to 20.5.6 and 20.5.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

20.5.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

20.5.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be *unreasonably withheld, conditioned or delayed*. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

20.5.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

20.5.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.6 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of

the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

- 20.7 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

- 21.1 Sprint shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance and/or bonds required by Applicable Law. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, Sprint shall maintain the following insurance:
- 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
 - 21.1.2 Motor Vehicle Liability, Comprehensive Form, covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.
 - 21.1.3 Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
 - 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
 - 21.1.5 All risk property insurance on a full replacement cost basis for all of Sprint's real and personal property located at any Collocation site or otherwise located on or in any SCRTC premises (whether owned, leased or otherwise occupied by SCRTC), facility, equipment or right-of-way.
- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to SCRTC pursuant to Sections 21.4 and 21.5, and SCRTC reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of Sprint.
- 21.3 Sprint shall name SCRTC, SCRTC's Affiliates and the directors, officers and employees of SCRTC and SCRTC's Affiliates, as additional insureds on the foregoing insurance.
- 21.4 Sprint shall upon request and prior to the initial purchase of services under this Agreement furnish certificates or other proof of the foregoing insurance to SCRTC. The certificates or other proof of the foregoing insurance shall be sent to: Director Regulatory-SCRTC, Sprint shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of SCRTC or

SCRTC's affiliated companies to maintain insurance in accordance with Sections 21.1 through 21.3.

- 21.5 If Sprint or Sprint's contractors fail to maintain insurance as required in Sections 21.1 through 21.4, above, SCRRTC may purchase such insurance and Sprint shall reimburse SCRRTC for the cost of the insurance.
- 21.6 Certificates furnished by Sprint or Sprint's contractors shall contain a clause stating: "South Central Rural Telephone Cooperative Corporation, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of the insurance."

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 22.4 Sprint agrees that the Services provided by SCRRTC hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between SCRRTC and SCRRTC's vendors. SCRRTC agrees to advise Sprint, directly or through a third party, of any such terms, conditions or restrictions that may limit any Sprint use of a Service provided by SCRRTC that is otherwise permitted by this Agreement when SCRRTC has knowledge of any such limitations. At Sprint's written request, to the extent required by Applicable Law, SCRRTC will use SCRRTC's best efforts, as commercially practicable, to obtain intellectual property rights from SCRRTC's vendor to allow Sprint to use the Service in the same manner as SCRRTC that are coextensive with SCRRTC's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which SCRRTC has obtained SCRRTC's intellectual

property rights. Sprint shall reimburse SCRTC for the cost of obtaining such rights.

23. Joint Work Product

The Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Law Enforcement.

- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.
- 24.4 Liability As used in this Section 24., "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 24.5 Except as otherwise stated in Section 24.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the *pro rata* applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 24.6 Except as otherwise stated in Section 24.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 24.7 The limitations and exclusions of liability stated in Sections 24.1 through 24.3 shall apply regardless of the form of a claim or action, whether statutory, in

contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

- 24.8 Nothing contained in Sections 24.1 through 24.4 shall exclude or limit liability:
- 24.8.1 under Sections 20, Indemnification or 38, Taxes.
 - 24.8.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 24.8.3 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 24.8.4 under any order or requirement of the FCC or Commission; or
 - 24.8.5 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 24.9 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 24 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 24.10 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

25. Network Management

- 25.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Sprint and SCRTC 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 or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 25.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 25.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the

Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

25.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

25.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

25.4 **Outage Repair Standard.** In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow SCRTC's procedures for isolating and clearing the outage or trouble.

26. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

27. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

28. Notices

28.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

28.1.1 shall be in writing;

28.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding, or, (e) by electronic mail, with a copy delivered in accordance with (a), (b) or (c), preceding; and

28.1.3 shall be delivered to the following addresses of the Parties:

To Sprint:

Attn: Legal/Telecom Management Privacy Group
6391 Sprint Parkway
KSOPHT0101-Z2060
Overland Park, KS 66251-2060

To SCRTC:

Regulatory Department
South Central Rural Telephone Cooperative, Corp., Inc,
1399 Happy Valley Road
Glasgow, KY 42142-0159
(270) 678-2111
(270) 678-3030 (fax)

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent by First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, on the date set forth on the telecopy confirmation if sent before 5 PM in the time zone where it is received, or the next Business Day after the date set forth on the telecopy confirmation if sent after 5 PM in the time zone where it is

29. Point of Contact for Sprint and SCRTC Customers

- 29.1 Each Party shall establish telephone numbers and mailing addresses at which each Party's Customers may communicate with the Party and shall advise its Customers of these telephone numbers and mailing addresses.
- 29.2 Unless otherwise agreed to by the Parties, each Party shall decline to accept any communication from a customer of the other Party, including, but not limited to, requests for repair or maintenance of a services provided by the other Party. This provision expressly excludes requests by customers of one Party for service from the other Party.

30. Predecessor Agreements

Unless otherwise agreed in writing by the Parties any prior interconnection agreement between the Parties for the Commonwealth of Kentucky in effect immediately prior to the Effective Date is hereby terminated.

31. Publicity and Use of Trademarks or Service Marks

- 31.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 31.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 31.3 Any violation of this Section 31 shall be considered a material breach of this Agreement.

32. References

- 32.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.
- 32.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including SCRTC or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

33. Relationship of the Parties

- 33.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 33.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 33.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 33.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other

taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

33.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

33.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

34. Reservation of Rights

34.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry forum. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

34.2 The Parties recognize that SCRTC is a rural telephone company and is entitled to all rights afforded rural telephone companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC § 251(f). This Agreement does not affect, and SCRTC does not waive, any rights including, but not limited to, the rights afforded SCRTC under 47 USC § 251(f).

35. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

36. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

37. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including,

but not limited to, Section 20), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

38. Taxes

38.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the purchasing Party by the providing Party, then (a) the providing Party shall properly bill the purchasing Party for such Tax, (b) the purchasing Party shall timely remit such Tax to the providing Party and (c) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

38.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (a) shall provide the providing Party with notice in writing in accordance with Section 38.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

38.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

38.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 38.1, then, as between the providing Party and the purchasing Party, (a) the purchasing Party shall remain liable for such uncollected Tax and (b) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 39.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 38.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 38.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable

for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 38.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

38.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 38.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

38.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 38, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To SCRTC:

Regulatory Office
South Central Rural Telephone Cooperative, Corp., Inc,
1399 Happy Valley Road
Glasgow, KY 42142-0159

To Sprint:

Attn: Legal/Telecom Management Privacy Group
6391 Sprint Parkway
KSOPHT0101-Z2060
Overland Park, KS 66251-2060

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

39. Technology Upgrades

Notwithstanding any other provision of this Agreement, SCRTC shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit SCRTC's ability to modify its network through the incorporation of new equipment or software or otherwise. Sprint shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

40. Territory

This Agreement applies to the territory in which SCRTC operates as an Incumbent Local Exchange Carrier. Notwithstanding any other provision of this Agreement, SCRTC may terminate this Agreement as to a specific operating territory or portion thereof if SCRTC sells its operations in such territory or portion thereof to an unrelated third-person. SCRTC shall provide Sprint with at least 180 calendar days prior written notice of such termination, which shall be effective upon the completion of the sale of the territory or portion of the territory unless otherwise agreed to between the parties. SCRTC shall be obligated to provide Services under this Agreement only within this territory.

41. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

42. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

43. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

44. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

45. Withdrawal of Services

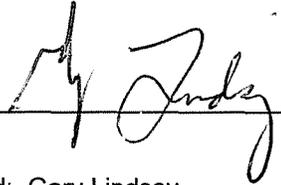
Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, SCRTC may with thirty (30) days prior written notice to Sprint terminate any provision of this Agreement that provides for the payment by SCRTC to Sprint of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by SCRTC to Sprint. Following such termination, except as otherwise agreed in writing by the Parties, SCRTC shall be obligated to provide compensation to Sprint related to traffic only to the extent required by Applicable Law. If SCRTC exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by SCRTC in writing in its sole discretion, SCRTC shall be obligated to provide compensation to Sprint related to traffic only to the extent required by Applicable Law. If within thirty (30) days after SCRTC's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates so indicated.

Sprint Communications Company, L.P.

South Central Rural Telephone
Cooperative Corporation, Inc.

By: 

By: 

Printed: Gary Lindsey

Printed: Forrest Wilson

Title: Director Access Solutions

Title: General Manager

Date: 5/10/06

Date: 5-11-06

GLOSSARY

1. General Rule

- 1.1 The provisions of Sections 1.1 through 1.4 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.
- 1.2 Unless the context clearly indicates otherwise, when used in the Principal Document the terms listed in this Glossary shall have the meanings stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary that is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

2.1 Act.

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

2.2 Affiliate.

Shall have the meaning set forth in the Act.

2.3 Agent.

An agent or servant.

2.4 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.

2.5 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party,

collect and calling card, 800/888 database query, LIDB, and information services requiring special billing.

2.6 Applicable Law.

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

2.7 ASR (Access Service Request).

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

2.8 Basic Local Exchange Service.

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to Interexchange Carriers of the Customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

2.9 Bona Fide Request (BFR).

The process described in the UNE Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provides a UNE that it is not otherwise required to provide under the terms of this Agreement.

2.10 Business Day.

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

2.11 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.12 Calendar Year.

January through December.

2.13 CCS (Common Channel Signaling).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.14 Central Office.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company

building in which switching systems and telephone equipment are installed.

2.15 Central Office Switch.

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

2.16 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.17 CLEC (Competitive Local Exchange Carrier).

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

2.18 CLLI Codes.

Common Language Location Identifier Codes.

2.19 Commission.

Kentucky Public Service Commission

2.20 Calling Party Number (CPN).

A CCS parameter that identifies the calling party's telephone number.

2.21 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.22 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.23 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

2.24 EMI (Exchange Message Interface).

Standard used for the interexchange of telecommunications message information between exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

2.25 End Office Switch or End Office.

A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

2.26 Entrance Facility.

The facility between a Party's designated premises and the Central Office serving that designated premises.

2.27 Exchange Access.

Shall have the meaning set forth in the Act.

2.28 Extended Area Service ("EAS")

EAS is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service 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 and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas, and is consistent with the service area within which SCRTC's end user customers may make landline-to-landline calls without incurring a toll charge, as established by SCRTC's General Subscriber Service Tariff

2.29 EAS Service Area

The geographic area, as established in SCRTC's then current General Subscriber Service Tariff, within which an SCRTC Customer may make landline-to-landline calls without incurring a toll charge.

2.30 EAS Traffic

Two-way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

2.31 FCC.

The Federal Communications Commission.

2.32 FCC Regulations.

The regulations duly and lawfully promulgated by the FCC, as in effect from time

to time.

2.33 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.34 Information Service

Shall have the meaning set forth in the Act

2.35 Information Service Provider ("ISP")

Any entity, including but not limited to an Internet service provider, that provides information services.

2.36 Internet or ISP Traffic.

Traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP within the local exchange service area or EAS service area of the SCRTC. ISP traffic is not EAS traffic as defined in this Agreement.

2.37 InterLATA Service.

Shall have the meaning set forth in the Act.

2.38 IntraLATA.

Telecommunications services that originate and terminate at a point within the same LATA.

2.39 IP (Interconnection Point).

The point at which a Party who receives Subject Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Subject Traffic.

2.40 IXC (Interexchange Carrier).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.

2.41 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.42 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.43 LERG (Local Exchange Routing Guide).

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

2.44 LIDB (Line Information Data Base).

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

2.45 Line Side.

An End Office Switch connection that provides transmission, switching and optional features suitable for Customers connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.

2.46 Local Service Exchange Area

A specific geographic service area encompassing an exchange area served by a Party as defined by the SCRTC's General Subscriber Service Tariff.

2.47 LSR (Local Service Request).

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and Unbundled Network Elements for the purposes of competitive local services.

2.48 NANP (North American Numbering Plan).

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

2.49 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.50 NXX, NXX Code, Central Office Code or CO Code.

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

2.51 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of

lines or other Services for a stated period or minimum period of time).

2.52 PIU (Percent Interstate Usage).

A percentage calculated by dividing the number of minutes of interstate traffic by the total number of minutes of interstate and intrastate traffic. A factor that is used to determine the interstate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is developed from the measurement of calls in which the calling and called parties are not located within the same state. The PIU applies only when actual measurements are not available unless otherwise agreed to by the Parties.

2.53 PLU (Percent Local Usage).

A percentage calculated by dividing the number of minutes of Subject Traffic by the total number of minutes of intrastate traffic. A factor that is used to determine the portion of Subject Traffic minutes exchanged via Traffic Exchange Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given local calling area or EAS area as defined in SCRTC's effective Customer Tariff(s). The PLU applies only when actual measurements are not available unless otherwise agreed to by the Parties.

2.54 POI (Point of Interconnection).

The physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

2.55 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.56 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement.

2.57 Rate Center Area or Exchange Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.58 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

2.59 Rate Demarcation Point.

The physical point in a SCRTC provided network facility at which SCRTC's

responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in SCRTC's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.60 Reciprocal Compensation.

The arrangement for recovering costs incurred for the transport and termination of Subject Traffic originating on one Party's network and terminating on the other Party's network.

2.61 Retail Prices.

The prices at which a Service is provided by SCRTC at retail to subscribers who are not Telecommunications Carriers.

2.62 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used by interexchange carriers to route inbound traffic to specified NAP-NXXs and the Rate Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection." The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.63 SCP (Service Control Point).

The node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a SSP and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

2.64 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement.

2.65 Signaling Point (SP).

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

2.66 SSP (Service Switching Point).

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific Customer services.

2.67 SS7 (Signaling System 7).

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

2.68 STP (Signal Transfer Point).

A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. SCRTC's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. SCRTC STPs conform to ANSI T1.111-8 standards. It provides SS7 Network Access and performs SS7 message routing and screening.

2.69 Subject Traffic

Telecommunications traffic that is exchanged by the parties pursuant to this Agreement. Subject Traffic is limited to calls from an end user of one party to an end when both end users are assigned NPA/NXXs that are utilized at a location within SCRTC's local service exchange area or EAS service area as in SCRTC's effective Customer Tariffs. A non-optional local calling scope arrangement is an arrangement that provides Customers a local calling scope (Extended Area Service, "EAS"), beyond their basic exchange serving area. Subject Traffic does not include optional local calling scope traffic (i.e., traffic that under an optional rate package chosen by the Customer terminates outside of the Customer's basic exchange serving area). IntraLATA calls originated on a 1+ presubscription basis or on a casual dialed (10XXX/101XXXX) basis are not considered Subject Traffic. Subject Traffic does not include any Internet Traffic.

2.70 Subsidiary.

A corporation or other legal entity that is controlled by a Party.

2.71 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.72 Tandem Switches.

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

2.73 Tariff.

2.73.1 Any applicable Federal or state tariff of a Party, as amended from time-to-time;

2.73.2 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

2.74 Telcordia Technologies.

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

2.75 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.76 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.77 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.78 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.79 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and delivered to a Customer of the other Party on that Party's network and is not Subject Traffic (as defined by SCRTC's filed and approved local exchange tariff) or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

2.80 Trunk Side.

A Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another carrier's network. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.81 V and H Coordinates Method.

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

2.82 Wire Center.

A building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

ADDITIONAL SERVICES ATTACHMENT

1. Directory Listing and Directory Distribution

To the extent required by Applicable Law, SCRTC will provide directory services to Sprint. Such services will be provided in accordance with the terms set forth herein.

1.1 Listing Information.

As used herein, "Listing Information" means a Sprint Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information SCRTC deems necessary for the publication and delivery of directories.

1.2 Listing Information Supply.

Sprint shall provide to SCRTC on a regularly scheduled basis, at no charge, and in a format required by SCRTC or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each Sprint Customer whose service address location falls within the geographic area covered by the relevant SCRTC directory. Sprint shall also provide to SCRTC on a daily basis, (a) information showing Sprint Customers who have disconnected or terminated their service with Sprint; and (b) delivery information for each non-listed or non-published Sprint Customer to enable SCRTC to perform its directory distribution responsibilities. SCRTC shall promptly provide to Sprint, (normally within forty-eight (48) hours of receipt by SCRTC, excluding non-Business Days), a query on any listing that is not acceptable.

1.3 Listing Inclusion and Distribution.

SCRTC shall include each Sprint Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by SCRTC in its sole discretion, and shall provide initial distribution of such directories to such Sprint Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Sprint's Customers shall be interfiled with listings of SCRTC's Customers and the Customers of other LECs included in the SCRTC directories. Sprint shall pay SCRTC's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for Sprint's Customers.

1.4 SCRTC Information.

Upon request by Sprint, SCRTC shall make available to Sprint the following information to the extent that SCRTC provides such information to its own business offices a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. SCRTC also will make available to Sprint, upon written request, a copy of SCRTC's alphabetical listings standards and specifications manual.

1.5 Confidentiality of Listing Information.

SCRTC shall accord Sprint Listing Information the same level of confidentiality that SCRTC accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should SCRTC elect to do so, it may use or license Sprint Listing Information for directory publishing by other third party directory publishers to whom SCRTC provides its own listing information, so long as Sprint Customers are not separately identified as such. SCRTC shall treat the listing information of customers designating non-published or unlisted as it does the listings of its own customers requesting such designation. SCRTC shall not be obligated to compensate Sprint for SCRTC's use or licensing of Sprint Listing Information.

1.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Sprint Customer listings. At Sprint's request, SCRTC shall provide Sprint with a report of all Sprint Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. SCRTC shall process any corrections made by Sprint with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

1.7 Indemnification

Sprint shall adhere to all practices, standards, and ethical requirements established by SCRTC with regard to listings. By providing SCRTC with Listing Information, Sprint warrants to SCRTC that Sprint has the right to provide such Listing Information to SCRTC *on behalf of its Customers*. Sprint shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Sprint agrees to release, defend, hold harmless and indemnify SCRTC from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of SCRTC's publication or dissemination of the Listing Information as provided by Sprint hereunder.

1.8 Liability.

SCRTC's liability to Sprint in the event of a SCRTC error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by Sprint for such listing or the amount by which SCRTC would be liable to its own customer for such error or omission. Sprint agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and SCRTC's liability to Sprint's Customers in the event of a SCRTC error in or omission of a listing shall be subject to the same limitations of liability applicable between SCRTC and its own Customers.

1.9 Service Information Pages.

SCRTC shall include all Sprint NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for SCRTC's own NXX codes, in any lists of such codes that are contained in the general reference

portion of each directory. Sprint's NXX codes shall appear in such lists in the same manner as SCRTC's NXX information. In addition, when Sprint is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Sprint's request, SCRTC shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Sprint's critical contact information for Sprint's installation, repair and Customer service, as provided by Sprint, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with SCRTC's generally applicable policies. Sprint shall be responsible for providing the necessary information to SCRTC by the applicable close date for each affected directory.

1.10 Directory Publication.

Nothing in this Agreement shall require SCRTC to publish a directory where it would not otherwise do so.

1.11 Other Directory Services.

Sprint acknowledges that if Sprint desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with SCRTC's directory publishing company.

INTERCONNECTION ATTACHMENT

1. General

Each Party ("Providing Party") shall provide to the other Party, in accordance with this Agreement and Applicable Law, interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access.

2. Points of Interconnection (POI) and Trunk Types

2.1 Point(s) of Interconnection ("POI").

2.1.1 Parties shall provide interconnection of their networks at any technically feasible point on the SCRTC network as specified in this Agreement or as otherwise agreed to in writing by the Parties. Parties agree that the POI will determine the Parties Interconnection Point ("IP"). Each Party is responsible for delivering its originating traffic to the POI for delivery to the terminating Party. Parties agree that the IP for the delivery of their respective originating traffic to the other party will be the SCRTC tandem.

2.1.2 Sprint agrees to establish no less than one POI per each LATA in which it seeks to exchange Subject Traffic with SCRTC.

2.1.3 Parties agree that the POI will be located at any of the following locations.

2.1.3.1 Any SCRTC tandem switch;

2.1.3.2 Any other location agreed to by the Parties at which SCRTC has facilities available for such interconnection

2.2 Trunk Types.

2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties' will use, as appropriate, the following separate and distinct trunk groups:

2.2.1.1 Local Interconnection Trunks for the transmission and routing of Subject Traffic and Internet Traffic between their respective Telephone Exchange Service Customers, all in accordance with Section 6.1 of this Attachment;

2.2.1.2 Interexchange Connecting Trunks for the transmission and routing of non-Subject Traffic in accordance with Section 6.2 of this Attachment; and

2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties

2.2.2 Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One Way Local Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Local Interconnection Trunks (trunks with traffic going in both directions) will be deployed.

2.2.3 In the event the traffic volume between a SCRTC End Office and the POI, which is carried by a Tandem Local Interconnection Trunk group, exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new End Office One-Way local Interconnection Trunk groups between the SCRTC End Office and the POI; or, (b) if Two-Way Local Interconnection Trunks are used, then Sprint shall promptly submit an ASR to SCRTC to establish new End Office Two-Way Local Interconnection Trunk groups between that SCRTC End Office and the POI.

2.3 One Way Interconnection Trunks.

2.3.1 Sprint may order from SCRTC any of the interconnection methods specified above in accordance with the rates and charges, order intervals, and other terms and conditions in this Agreement, in any applicable Tariff(s), or as may be otherwise agreed to between the Parties.

2.3.2 SCRTC may order from Sprint any of the Interconnection methods specified above in accordance with the rates and charges, order intervals and other terms and conditions, set forth in this Agreement, in any applicable Tariff(s), or as may be otherwise agreed to between the Parties.

2.3.3 The publication "Telcordia Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by SCRTC and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

2.3.4 If a Party elects to provision its own One Way trunks, that Party will be responsible for the expense of providing such trunks for the delivery of Subject Traffic and IntraLATA toll traffic to the other Party's IP.

2.4 Two-Way Interconnection Trunks.

2.4.1 Where the Parties have agreed to use Two Way Local Interconnection Trunks, prior to ordering any Two-Way Local Interconnection Trunks from SCRTC, Sprint shall meet with SCRTC to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Local Interconnection Trunks and the interface specifications at the Point of Interconnection (POI).

2.4.2 Two-Way Local Interconnection Trunks shall be from a SCRTC Tandem to a mutually agreed upon POI.

2.4.3 On an annual basis or when Sprint determines that actual utilization necessitates the submission of revised forecasts, Sprint shall submit a good faith forecast to SCRTC of the number of End Office and Tandem Two-Way Local Interconnection Trunks that Sprint anticipates that

SCRTC will need to provide during the ensuing two (2) year period. Sprint's trunk forecasts shall conform to the SCRTC Sprint trunk forecasting guidelines as in effect at that time. Your choice.

- 2.4.4 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.
- 2.4.5 Two-Way Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.6 With respect to End Office Two-Way Local Interconnection Trunks, both Parties shall use an economic CCS equal to five (5).
- 2.4.7 Sprint shall determine and order the number of Two-Way Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Local Interconnection Trunk group. Sprint shall order Two-Way Local Interconnection Trunks by submitting ASRs to SCRTC setting forth the number of Two-Way Local Interconnection Trunks to be installed and the requested installation dates within SCRTC's effective standard intervals or negotiated intervals, as appropriate. Sprint shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time. SCRTC may monitor Two-Way Local Interconnection Groups using service results for the applicable design blocking objective. If SCRTC observes blocking in excess of the applicable design objective on any final Two-Way Local Interconnection Trunk group and Sprint has not notified SCRTC that it has corrected such blocking, SCRTC may submit to Sprint a Trunk Group Service Request directing Sprint to remedy the blocking. Upon receipt of a Trunk Group Service Request, Sprint will complete an ASR to augment the Two-Way Local Interconnection Group with excessive blocking and submit the ASR to SCRTC within ten (10) business days.
- 2.4.8 Any Tandem Two-Way Local Interconnection Trunk group between the Sprint's POI and a SCRTC Tandem will be limited to a maximum of 240 trunks unless otherwise agreed to by the Parties. In the event that any Tandem Two-Way Local Interconnection Trunk group exceeds the 240 trunk level at any time, Sprint shall promptly submit an ASR to SCRTC to establish new or additional End Office Trunk groups to insure that such Tandem Two-Way Local Interconnection Trunk group does not exceed the 240 trunk level.
- 2.4.9 Upon request, Sprint will submit a written report to SCRTC setting forth trunk utilization information and percentages. Sprint will calculate utilization percentages by using a traffic data analyzation system specified by SCRTC, industry standard study periods and a time consistent busy hour.
- 2.4.10 The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Sprint will promptly augment all Tandem Two-Way Local Interconnection Trunk

groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Sprint will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event Sprint fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, SCRTC may submit an ASR and bill Sprint for the excess Local Interconnection Trunks at the applicable rates provided for in the Pricing Attachment plus tariffed labor rates for the preparation and submission of the ASR on Sprint's behalf.

- 2.4.11 The performance standard on final Two-Way Local Interconnection Trunks shall be that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.12 Because SCRTC will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and Sprint's network, SCRTC's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.
- 2.4.13 Upon three (3) months prior written notice by SCRTC Parties will migrate traffic from Two-Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI.
- 2.4.14 Sprint will pay all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups at IPs established pursuant to this Agreement.

3. Alternative Interconnection Arrangements

- 3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement.
- 3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement.
- 3.3 Except as otherwise agreed by the Parties, Mid-Span Fiber Meet arrangements shall be used only for the termination of Subject Traffic, Internet Traffic, and IntraLATA Toll Traffic.

4. Initiating Interconnection

- 4.1 If Sprint determines to offer Telephone Exchange Services and to interconnect with SCRTC in any LATA in which SCRTC also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, Sprint shall provide written notice to SCRTC of the need to establish Interconnection in such LATA pursuant to this Agreement.
- 4.2 The notice provided in Section 4.1 shall include (a) the initial Routing Point(s); (b) the applicable Sprint-IPs to be established in the relevant LATA in accordance with this Agreement; (c) Sprint's intended Interconnection activation date; and (d) a forecast of Sprint's trunking requirements conforming to Section 9.3; and (e) such other information as SCRTC shall reasonably request in order to facilitate Interconnection.
- 4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by SCRTC of all necessary information as indicated above. Within ten (10) Business Days of SCRTC's receipt of Sprint's notice provided for in Section 4.1, SCRTC and Sprint shall confirm the SCRTC-IP(s), the Sprint-IP(s) and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Local Interconnection Trunks used for Interconnection.

5.2 Trunk Group Connections and Ordering.

- 5.2.1 Both Parties shall use a DS-1 interface at the POI unless otherwise agreed to by the Parties. Upon mutual agreement, the Parties may use other types of interfaces, such as DS3 or STS-1, at the POI, when and where available. When Local Interconnection Trunks are provisioned using a DS-3 interface facility, Sprint shall order the multiplexed DS-3 facilities to the SCRTC Central Office that is designated in the NECA 4 Tariff as tandem location, unless otherwise agreed to in writing by SCRTC. Two-Way Local Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG.
- 5.2.2 Sprint will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to SCRTC when ordering a trunk group.
- 5.2.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.
- 5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.
- 5.2.5 Switching System Hierarchy and Trunking Requirements. For purposes

of routing Sprint traffic to SCRTC, the subtending arrangements between SCRTC Tandem Switches and SCRTC End Office Switches shall be the same as the Tandem/End Office subtending arrangements SCRTC maintains for the routing of its own or other carriers' traffic. For purposes of routing SCRTC traffic to Sprint, the subtending arrangements between Sprint Tandem Switches and Sprint End Office Switches shall be the same as the Tandem/End Office subtending arrangements that Sprint maintains for the routing of its own or other carriers' traffic.

- 5.2.6 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 9.1.

6. Compensation and Exchange of Traffic

6.1 Local Trunk Group for the Exchange of Local and Internet Traffic

With the limited exception of traffic exchanged in 6.2 below, Parties agree that Local Trunk groups described herein will carry only Subject Traffic originated by an end user of one Party and Terminated to an end user of the other Party.

- 6.1.1 Parties expressly agree that third Party traffic (including CMRS) and toll traffic (including access and intraLATA toll carried by the originating party without the use of an interexchange carrier) is not permitted to be carried on Local Trunks absent a written agreement between the Parties.
- 6.1.2 In the event that SCRTC determines that traffic terminated to it via a Local Trunk Group contains non-Local traffic or traffic originated on end users not served by Sprint for local service within the local geographic area, SCRTC will notify Sprint of the contaminated groups and Sprint will have 10 days from receipt of such notice to reroute the non-Local and non-Internet traffic to a toll group to maintain treatment of traffic as local.
- 6.1.3 Should Sprint fail to correct the traffic contamination described in 6.1.2 above, SCRTC will treat all traffic terminated over the facility as Interexchange Access and will bill pursuant to SCRTC's applicable interstate and intrastate tariffs.
- 6.1.4 Upon written notice from Sprint that such contamination has been corrected, SCRTC will have 10 days to respond to Sprint's notice. Should SCRTC confirm the correction, compensation will be based on the exchange of Subject Traffic.
- 6.1.5 Repeated contamination of Local Trunk groups with non-Local and non-Internet traffic will be considered a breach of this Agreement pursuant to Section 12 of this Agreement.

6.2 Interexchange Trunk Group for the Exchange of non-Subject Traffic

Parties agree to establish an interexchange trunk group for the exchange of non-Local traffic between the Parties.

- 6.2.1 Unqueried IXC traffic completed through SCRTC to Sprint will be billed to the terminating IXCs by SCRTC.

- 6.2.2 Traffic completed by Sprint to SCRTC will be billed to Sprint pursuant to state and federal access tariffs.
- 6.3 Calling Party Number
- 6.3.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Trunks established pursuant to this Agreement.
- 6.3.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall use the traffic carrying CPN to bill the originating Party for traffic applicable to each relevant minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at applicable compensation rates for each relevant minute of traffic, as provided in Pricing Attachment and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.
- 6.3.3 Where CPN is not available on a trunk group for greater than five percent (5%) of the traffic, the Party receiving the traffic will bill for each relevant minute of use that fails to carry CPN at the higher of its tariffed interstate or intrastate access rate.
- 6.4 The Parties shall compensate each other for the transport and termination of Subject Traffic delivered to the terminating Party in accordance at the rates stated in the Pricing Attachment. These rates are to be applied at the Sprint-IP for traffic delivered by SCRTC for termination by Sprint, and at the SCRTC-IP for traffic delivered by Sprint for termination by SCRTC. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Subject Traffic delivered to the SCRTC-IP by Sprint or the Sprint-IP by SCRTC. When such Subject Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Subject Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.
- 6.5 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section, but instead shall be treated as described or referenced below:
- 6.5.1 Tandem Transit Traffic shall be treated as specified in Section 7.
- 6.5.2 For any traffic originating with a third party carrier and delivered by Sprint to SCRTC will be treated as access and compensated pursuant to Section 6.2.2.
- 6.5.3 ISP Traffic Provisions
- 6.5.3.1 The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic is EAS Traffic. The Parties will treat ISP Traffic under the following conditions until such

time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic: the parties shall assume that they are exchanging with one another an equal amount of ISP traffic at an agreed upon termination rate; and the parties will utilize the EAS facilities to exchange the ISP traffic. The switching and transport of ISP traffic over EAS 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. In the event that the manner in which ISP Traffic is or may be treated is determined with finality by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.

6.5.3.2 As a result of the agreement set forth in Section 6.5.3.1 above, neither Party will owe a net due amount to the other Party for terminating ISP traffic including, but not limited to, compensation for switching, transport or termination of ISP traffic.

6.5.3.3 The Parties will cooperate fully in identifying ISP traffic exchanged between the Parties. In the event of a dispute regarding such traffic, Parties agree to that each Party will provide to the other Party a listing of all known ISPs and associated NPA-NXXs to which ISP traffic is switched.

6.5.3.4 If the amount of traffic (excluding intraLATA Toll Traffic) that SCRTC delivers to Sprint exceeds twice the amount of traffic that Sprint delivers to SCRTC as Subject Traffic ("2:1 ratio"), then the amount of traffic that SCRTC delivers to Sprint in excess of such 2:1 ratio shall be presumed to be Internet Traffic and shall not be subject to Reciprocal Compensation.

6.5.4 No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.

6.6 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

7. Tandem Transit Traffic

7.1 As used in this Section 7, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Sprint's network, and is transported through a SCRTC

Tandem to the Central Office of a Sprint, ILEC other than SCRTC, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant SCRTC Tandem to which Sprint delivers such traffic. Neither the originating nor terminating customer is a Customer of SCRTC. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

- 7.2 Parties agree that SCRTC at this time has no connecting carriers that subtend its tandem.
- 7.3 In the event that a carrier seeks to subtend an SCRTC tandem, parties agree to negotiate in good faith for the completion of Sprint traffic to that subtending carrier.

8. Number Resources, Rate Centers and Routing Points

- 8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Routing Points corresponding to such NXX codes.
- 8.2 Parties agree that CO codes/blocks allocated to either Party are to be utilized to provide service to a customer's premise physically located in the same rate center that the CO codes/blocks are assigned. With the limited exception of Foreign Exchange (FX) service, the Parties shall assign numbers from and terminate all calls to individual codes to Customers physically located within the codes' respectively assigned rate centers.
 - 8.2.1 In the case of Foreign Exchange service where no toll avoidance is created (ie the calling scope of the foreign dialtone office is identical to the calling scope of the home dialtone office) the Parties agree that traffic exchanged between the Party providing the foreign Exchange service and the other party will be treated as local.
 - 8.2.2 For foreign exchange service for which toll avoidance is created (ie the calling scope of the foreign dialtone office differs from the calling scope of the home dialtone office) Parties agree to treat traffic to such foreign exchange services pursuant to applicable state / federal tariffs for feature group A services including assumed minutes of us for those instances in which recording is not readily and reliably available.
- 8.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG.
- 8.4 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Sprint shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for SCRTC within the LATA and Tandem serving area, in all areas where SCRTC and Sprint service areas overlap. Sprint shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry

adopts alternative methods of utilizing NXXs. Sprint will also designate a Routing Point for each assigned NXX code. Sprint shall designate one location for each Rate Center Area in which the Sprint has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of Sprint will be routed in the same manner as calls to Sprint's initial NXXs.

- 8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Sprint's choices regarding the size of the local calling area(s) that Sprint may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to SCRTC's local calling areas.

9. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

9.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") that may define and detail, inter alia.

- 9.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within SCRTC's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.
- 9.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- 9.1.3 disaster recovery provision escalations; and
- 9.1.4 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

9.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 9.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

9.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, Sprint shall provide SCRTC a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from SCRTC over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to SCRTC on an as-needed basis but no less frequently than annually. All forecasts shall comply with the SCRTC Sprint Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Subject Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for Sprint-IPs and SCRTC-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

9.4 Initial Forecasts/Trunking Requirements.

SCRTC will configure trunks pursuant to Sprint forecasts. If, within 90 days of install trunks are underutilized (define as 67% or less) SCRTC may notify Sprint of its intent to disconnect such trunks. Sprint may chose to either confirm disconnect of the trunks or pay SCRTC for the underutilized trunks at the lesser of established contractual rates or applicable interstate or intrastate tariffs until such time as the trunks cease to be under-utilized.

9.4.1 SCRTC will accept Sprint forecasts provided however that Sprint uses reasonable engineering criteria, there are no capacity constraints, and Sprint's previous forecasts have proven to be reliable and accurate.

9.4.1.1 Monitoring and Adjusting Forecasts. SCRTC may, for ninety (90) days, monitor traffic on each trunk group that it establishes at Sprint's suggestion or request pursuant to the procedures identified in Section 9.4. At the end of such ninety-(90) day period, with thirty (30) days written notice to Sprint, SCRTC may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, SCRTC determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then SCRTC may hold Sprint financially responsible for the excess facilities.

9.4.1.2 In subsequent periods, SCRTC may also monitor traffic for ninety (90) days on additional trunk groups that Sprint suggests or requests SCRTC to establish. If, after any such (90) day period, SCRTC determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then SCRTC may hold Sprint financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, Sprint may request that SCRTC disconnect trunks to meet a revised forecast. In such instances, SCRTC may hold Sprint financially responsible for the disconnected trunks retroactive to the start

of the ninety (90) day period through the date such trunks are disconnected.

10. Number Portability

10.1 Scope.

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

10.2 Procedures for Providing LNP ("Long-term Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

10.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it currently receives from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B sends an LSR to Party A and Party A has verified the validity of received LSR for existing service per Customer of record name, address and Social Security or Tax ID, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to comply with applicable law concerning the change of local service provider including LOA, if applicable. When a telephone number is ported out of Party A's network, Party A will remove any information including non-proprietary line based calling card(s) and blocks (etc.) associated with the ported number(s) from its Line Information Database ("LIDB"). Establishment of any LIDB services or blocks (etc.) rests solely with Party B.

10.2.2 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.

10.2.3 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity.

10.2.4 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable

switches.

- 10.2.5 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 10.2.6 and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 10.2.6 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC provided, however that such internal usage will not be used to prevent full porting. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 10.2.7 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2, below, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Sprint Prices

Notwithstanding any other provision of this Agreement, the Charges that Sprint bills SCRTC for Sprint's Services shall be the lesser of Sprint's tariffed service rates or Charges for SCRTC's comparable Services.

Pricing Attachment – Appendix A

Rates and Charges for Transportation and Termination of Traffic

1. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is *
2. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is *
3. The Tandem Transiting Charge is \$ 0.0038587
4. Entrance / Transport Facility Charges: Pursuant to Duo County Telephone Cooperative Corporation Inc. PSC KY No. 2A as amended or its successor Tariff.

* Parties agree at this time that traffic is presumed to be in balance. Until such time SCRTC determines that Subject Traffic exchanged between the Parties has been out of balance for two or more consecutive months, parties will utilize bill and keep on all traffic exchanged. At such time as SCRTC determines traffic to be out of balance Parties agree to promptly and in good faith negotiate reciprocal compensation rates.

Rates and Charges for Additional Services

Local Service Request (per Order): \$ 11.00 [note 1]

Local Number Portability Additional Services

SOA Release / Concurrence: \$ 15.00 (if requested)
Coordinated Hot Cut: Time and Material Charges pursuant to Duo
County Telephone Cooperative Corporation Inc.
PSC KY No. 2A as amended or its successor
Tariff.

Miscellaneous Charges

Directory Order / Administration: \$ 11.00 [note 1]
(new or modification of existing listing)
Directory Listing: Pursuant to SCRTC Tariff No. 3

White Pages Directory Publication

Purchased directly from the publisher: N/A
Purchased from SCRTC: Wholesale cost plus 18%
Delivery fee: To be determined upon request

[Note 1] Rate to be interim until such time as SCRTC has a filed and approved rate with the public service commission.