



South Central Rural Telephone

Cooperative Corporation, Inc.

Total
Communications

June 5, 2006

RECEIVED

JUL 12 2007

**PUBLIC SERVICE
COMMISSION**

Elizabeth O'Donnell, Executive Director
Kentucky Public Service Commission
211 Sower Blvd., PO Box 615
Frankfort, KY 40602

Re: *ISP Traffic Interconnection Agreement between MCI Access Transmission Services, LLC
and South Central Rural Telephone Cooperative Corporation, Inc.*

00911-AI 01

By Overnight Delivery

FILED

JUL 12 2007

**PUBLIC SERVICE
COMMISSION**

Dear Ms. O'Donnell:

Enclosed for filing are one original and four (4) copies of the *Interconnection Agreement* ("Agreement") *Between MCI Access Transmission Services, LLC and South Central Rural Telephone Cooperative Corporation, Inc. (SCRTC)*, (jointly the "Parties"), that SCRTC is filing on behalf of the Parties. This Agreement reflects the voluntary negotiations of the Parties without resort to mediation or arbitration and is being submitted for approval pursuant to § 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(s) thereof are 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. We further assert that the Agreement does not discriminate against any other telecommunications carriers and is also consistent with the public interest as identified in the

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PUBLIC SERVICE
COMMISSION

AGREEMENT

for

FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Effective as of July, 2007

Between

MCI Access Transmission Services, LLC

and

South Central Rural Telephone Cooperative Corporation, Inc.

AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Pursuant to this Agreement for Facilities-Based Network Interconnection for Exchange of Information Service Provider Traffic ("Agreement"), South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC") a Kentucky corporation with offices at 1399 Happy Valley Rd., Glasgow KY 42141 and MCImetro Access Transmission Services LLC ("CLEC"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway; Ashburn, Virginia 20147 will extend certain network arrangements to one another as specified below.

Recitals

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

WHEREAS, the Parties desire to interconnect their respective network facilities to provide for the exchange of ISP Traffic originated by an SCRTC Customer to a CLEC ISP Customer.

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

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

1.0 DEFINITIONS

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

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

1.2 "Affiliate" is as defined in the Act.

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

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

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

1.21 "Telecommunications Service" is as defined in the Act.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CLEC, SCRTC or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such referenced materials as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any success or provision).

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

3.0 SCOPE

3.1 This Agreement sets forth the terms and conditions under which the Parties agree to interconnect their networks and exchange ISP Traffic.

3.2 This Agreement applies only to the exchange of ISP Traffic between SCRTC and CLEC when an SCRTC Customer originates a call to an ISP Customer served by CLEC.

3.3 This Agreement applies only to the exchange of ISP Traffic over the Parties' network facilities (which may include facilities leased from third-parties) that are interconnected at a POC located at either the boundary of, or within, an SCRTC Local Service Exchange Area identified in Appendix 1.

3.4 Both Parties agree to exchange only ISP Traffic within the scope of this Agreement at the POC location(s) as specified in Appendix 1.

3.5 This Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its Customers to the end users of a third party Telecommunications Carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. Neither Party shall provide an intermediary or transit function for the connection of the end users of a third party Telecommunications Carrier to the Customers of the other Party without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party.

3.6 Nothing in this Agreement is intended to affect the obligations of the Parties with respect to the exchange of traffic not the subject of this Agreement.

4.4.1 Each Party shall make available to the other at the POC(s), trunks over which the Parties can exchange ISP Traffic. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. Where ISP Traffic volumes are not established, one-way trunk groups will be initially established based on forecasts jointly developed by the Parties. All one-way trunk facilities will be engineered to a P.01 grade of service.

4.4.2 Each Party is individually responsible to provide facilities within its network to the POC(s) which are necessary for routing and transporting ISP Traffic in a mutually acceptable manner that neither destroys nor degrades the normal quality of service each Party provides to its respective Customers.

4.4.3 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange relevant information to maintain reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to avoid interference with, or impairment to, the services provided pursuant to this Agreement. The Parties agree to work cooperatively to forecast trunk requirements. When necessary, the Parties agree to provide additional trunking needed to maintain the above stated blocking objective.

5.0 COMPENSATION ARRANGEMENTS

5.1 Neither Party has any obligation to provide compensation to the other regarding the origination or termination of ISP Traffic pursuant to this Agreement

5.2 Except to the extent CLEC utilizes SCRTC facilities as provided in Subsection 5.3, no recurring or non-recurring charges shall apply with respect to any of the terms of this Agreement.

5.3 Notwithstanding Subsection 5.2, to the extent CLEC utilizes SCRTC to provide leased facilities on the CLEC side of a POC, CLEC shall purchase such facilities as special access from SCRTC subject to the rates, terms, and conditions contained in SCRTC's applicable Intrastate access tariffs. Notwithstanding any provision in an SCRTC applicable intrastate access tariff to the contrary, SCRTC shall not charge CLEC any non-recurring or recurring charge of any type that is premised upon a per minute of use identification, calculation or quantification. Neither Party shall charge the other for the installation or use of trunks or facilities on the Party's side of the POC used for the exchange of traffic pursuant to this Agreement.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both SCRTC and CLEC shall use commercially reasonable efforts to comply with the Implementation Schedule.

for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

7.9 Each Party is solely responsible for the services it provides to its Customers.

7.10 Each Party is responsible for administering NXX codes assigned to it.

7.11 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

7.12 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore or its successors for maintaining the LERG in a timely manner.

7.13 Each Party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Neither Party shall impose any fees or charges on the other Party for such activities.

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective as of last date of signature of this Agreement, subject to Commission approval of this Agreement.

8.2 The initial term of this Agreement shall be one (1) year from the effective date and shall then automatically renew on a year-to-year basis. Upon expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least ninety (90) days in advance of the date of termination.

8.2 The arrangements pursuant to this Agreement shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services.

8.3 Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

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

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

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 shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall 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 shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be 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 shall assert the applicability of any limitation on liability to Customers that may be contained in either Party's applicable tariff(s) or Customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES

affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

14.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including, but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, Customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Proprietary Information will be returned to the owner within a reasonable time upon request of the disclosing Party. Both Parties agree that the Proprietary Information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.5 Choice of Law

The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the State of Kentucky without regard to its conflict of laws principles.

14.6 Taxes.

Neither Party is aware of any additional taxes that would be applicable to either Party as a result of the execution of this Agreement. In the event that any taxes are

discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

14.8.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 14.8.5, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.7 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

14.8.8 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, the Parties, by mutual agreement, can agree to arbitrate the dispute according to terms mutually agreeable to the Parties. In any event, should negotiations fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

14.10 Notices.

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

To CLEC:

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

Copy To:

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

14.13 Survival

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

14.14 Entire Agreement.

This Agreement and any Appendix, which is incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

14.15 Non-Waiver.

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

14.16 Publicity and Use of Trademarks or Service Marks.

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

14.17 Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within sixty (60) days, the Parties may terminate this Agreement by mutual agreement of both Parties without penalty or liability for such termination or arbitrate only such replacement language pursuant to the terms set forth in Section 14.9.

14.18 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.

14.19 Modification, Amendment, Supplement, or Waiver

Appendix 1

A. Exchange Areas Served by SCRTC:

Bonnieville, Buffalo, Canmer, Cave City, Center, Edmonton, Fountain Run, Gamaliel, Glasgow Rural, Hiseville, Horse Cave, Lucas, Magnolia, Mumfordsville, Summer Shade, Temple Hill

B. POC identification

For ISP Traffic originated by SCRTC Customers and delivered to CLEC ISP Customers the Parties will interconnect at V= 6780 H= 2664.

C. Schedule of Charges

1. The Parties agree that no charges shall apply for the delivery of ISP Traffic pursuant to the terms of this Agreement.
2. Transport facilities may be purchased from applicable SCRTC intrastate access tariff.