

RECEIVED

Scott Terry

Sr. Negotiator & Account Manager
4001 Rodney Parham Road
Mailstop: 1170 B1F2-1221A
Little Rock, AR 72212
t: 501.748.5397
f: 501.748.6583
scott.a.terry@windstream.com

JUN 27 2013

PUBLIC SERVICE
COMMISSION

Ref 00893

--Via Federal Express --

June 26, 2013

Mr. Jeff R. Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

Re: Amendment to Interconnection Agreement between Windstream Kentucky West, LLC and Comcast Phone of Kentucky, LLC

Dear Mr. Derouen,

Please find enclosed one original and one copy of an executed amendment to the interconnection agreement between Windstream Kentucky West, LLC and Comcast Phone of Kentucky, LLC for filing with the Kentucky Public Service Commission. Also enclosed is a pdf version of the amendment on CD.

If you would please ensure filing with the Kentucky Public Service Commission and provide the PSC date stamped copy of this cover letter back in the enclosed envelope at your convenience as well as the subsequent commission approval back to me via email (scott.a.terry@windstream.com) and/or to my address, including mailstop in the address block above.

If you have any questions regarding this filing, please don't hesitate to give me a call at 501-748-5397. Thank you in advance for your assistance.

Sincerely,



Scott Terry

Enclosures

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

WINDSTREAM KENTUCKY WEST, LLC

and

COMCAST PHONE OF KENTUCKY, LLC

This Amendment No. 1 ("Amendment") is made this 1st day of June 2013 ("Amendment Effective Date"), by and between Windstream Kentucky West, LLC ("Windstream") with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212 and Comcast Phone of Kentucky, LLC ("Comcast"), with its principal place of business at One Comcast Center, Philadelphia, Pennsylvania, 19103. Windstream and Comcast may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties". This Amendment covers services in the state of Kentucky.

WITNESSETH:

WHEREAS, Windstream and Comcast are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, approved by the Kentucky Public Service Commission on April 23, 2007 (the "Agreement"); and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order, FCC 11-161, that, in part, affects the Parties rights and obligations with respect to the exchange, including compensation, of VoIP-PSTN traffic, as that term is defined in the Order, and revised call signaling rules effective December 29, 2011 ("FCC Order" or "FCC 11-161"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Replace Preamble Paragraph 1 of the General Terms and Conditions with the following:

This Agreement is between Comcast Phone of Kentucky, LLC ("Comcast"), and Windstream Kentucky West, LLC ("Windstream"). Windstream and Comcast may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties". This Agreement covers services in the state of Kentucky.

2. Intentionally left blank.

3. Replace Section 11.0 Notices with the following:

11.0 Notices

- 11.1 Except as otherwise specifically provided in this Agreement, all notice, consents, approvals, modifications, or other communications to be given under this Agreement shall be in writing and sent postage prepaid by registered mail return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt, and should be directed to the following:

Legal Notices and Interconnection Agreement Notices:

To Comcast:

Comcast
Richard Chapkis
Deputy General Counsel
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Phone: 215-286-5237
Facsimile: 215-286-5039
Email: richard_chapkis@comcast.com

Copy to:

Comcast
Beth Choroser
Executive Director of Regulatory Affairs
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Phone: 215-286-7893
Facsimile: 215-286-5039
Email: beth_choroser@comcast.com

To Windstream:

Windstream
Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, AR 72212
Phone: 501-748-7000
Facsimile: 501-748-6583
Email: wci.wholesale.services@windstream.com

Copy to:

Windstream
Legal Department
4001 Rodney Parham Road
Mailstop: 1170 B1F3-53A
Little Rock, AR 72212
Phone: 501-748-7000
Facsimile: 501-748-6583
Email: wci.wholesale.services@windstream.com

Tax Notices:

To Comcast:

Comcast
Dominic Zambrano
Director, Sales and Use Tax
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Phone: 215-286-7347
Facsimile: 866-821-8289
Email: dominic_zambrano@comcast.com

To Windstream:

Windstream
Director State and Local Taxes
4001 Rodney Parham Road
Mailstop: 1170 B1F3-70A
Little Rock, AR 72212
Phone: 501-748-7000
Facsimile: 501-748-5191
Email: corp.sales.tax.inquiries@windstream.com

Copy to:

Windstream
Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, AR 72212
Phone: 501-748-7000
Facsimile: 501-748-6583
Email: wci.wholesale.services@windstream.com

24 Hour Network Traffic Management Contact:

To Comcast:

Phone: 1-800-777-9824
Facsimile: 1-720-267-7665

To Windstream:

Phone: 330-650-7929

- 11.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.
- 11.3 Initial courtesy communications may be provided via email message to the parties set forth above. However, such email communications will be followed by one of the notice

methods set forth above in Section 11.1, and notice will be deemed given only pursuant to the terms of Section 11.1.

4. **Incorporate and replace the Sections in the Attachment 4:Network Interconnection Architecture as follows:**

3.0 Signaling Requirements

- 3.1 Signaling Parameters. Windstream and Comcast are required to provide each other the proper signaling information as required by Applicable Law and further clarified by FCC Order (FCC 11-161) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category and ChN (Charge Number) on all calls. All privacy indicators will be honored. The ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN; ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number; and if MF signaling is used then the ChN must be included in the ANI field if different from the CPN. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over interconnection trunks, including CLASS features and functions to the extent each Party offers such features and functions to its end users. If either Party fails to provide valid originating information, such traffic without the valid originating information will be billed by the terminating Party as Intrastate Switched Access when the calls traverse an interconnection trunk. Notwithstanding the preceding, if five percent (5%) or less of the traffic originated by a Party fails to include the proper signaling information as defined herein, such traffic will be treated by the terminating Party as having the same jurisdictional ratio as the traffic that includes the proper signaling information. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure if/when the amount of traffic does not include the proper signaling information exceeds five percent (5%) and assist in its correction. In the event that technical malfunctions result in lack of transmission of CPN/ChN, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.
- 3.2 Signaling Protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum ("NIIF") adopted standards shall be adhered to.
- 3.3 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.
- 3.4 Where available each Party shall cooperate to ensure that all of its trunk groups are

configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

- 3.5 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,
 - 3.3.1 disaster recovery provisions and escalations;
 - 3.3.2 direct/high usage trunk engineering guidelines; and
 - 3.3.3 such other matters as the Parties may agree.
- 3.6 Each Party shall make available to the other Party, or publish in the LERG, a test line (either milliwatt or announcement test line) for use by the other party to test call quality.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

4.1 Local Traffic, Local ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic or Toll VoIP Traffic

- 4.1.1 The Parties shall reciprocally terminate (1) Local Traffic, (2) Local ISP Bound Traffic (3) IntraLATA Interexchange Traffic, (4) InterLATA Interexchange Traffic; (5) Transit Traffic or (6) terminating Toll VoIP Traffic originating on each other's networks as follows:
 - 4.1.1.1 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of traffic as provided in Section 4.1.1 above. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes on a quarterly basis. If the PLU is not provided, the one already in effect stays in effect. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in the General Terms and Conditions. Pending such verification review, the PLU in effect immediately prior to the verification review shall remain in effect. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic, Local ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic and Toll VoIP Traffic) terminated by either Party on the network of the other exceeds the network engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for (1) Local Traffic, Local ISP Bound Traffic, IntraLATA Interexchange Traffic and terminating Toll VoIP Traffic exchanged between the Parties; (2) InterLATA Interexchange Traffic, and (3) Transit Traffic.
 - 4.1.1.2 Where technically feasible, each Party's operator bureau shall accept Busy Line Verify ("BLV") and Busy Line Verify and Interrupt ("BLVI") inquiries from the operator bureau of the other Party in order to allow transparent

provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.1.2 The Parties shall utilize the interconnection facilities for delivery of only the traffic as outlined in this Agreement.

4.2.5 This amendment is not intended to and does not affect how switched access traffic to or from an IXC (Meet-Point Billing (MPB) Arrangements) is exchanged between the Parties.

5. Incorporate and replace the Sections in Attachment 12: Compensation as follows:

1.0 Compensation Introduction

1.1 For purposes of compensation under this Agreement, the traffic exchanged between the Parties will be classified as one of seven types: (1) Local Traffic, (2) Local ISP Bound Traffic, (3) IntraLATA Interexchange Traffic, (4) InterLATA Interexchange Traffic, (5) Transit Traffic (6) terminating Toll VoIP Traffic or (7) jointly provided Switched Access Service Traffic. The Parties agree that, notwithstanding the classification of traffic by Comcast with respect to its End Users, the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by Windstream to Comcast as local Resale Services.

1.2 Calls originated by Comcast and terminated to Windstream (or vice versa), including but not limited to calls originated or terminated in IP format, will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same Windstream Exchange; or (ii) originates and terminates within different exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as specified or defined by Windstream tariffs. ISP Bound Traffic is not included in the compensation of Local Traffic. The terms "originate" and "terminate" refer to the end points of the call, regardless of the classification of the Party's End User.

1.3 The Parties agree to reciprocally exchange ISP Bound Traffic between their networks. Each Party shall bill its end-users for such ISP Bound Traffic and will be entitled to retain all revenues from such ISP Bound Traffic without payment or further compensation to the other Party.

1.4 Traffic, other than ISP Bound Traffic and Local Traffic, shall be terminated to a Party subject to that Party's tariffed access charges.

1.5 In the event that Comcast does not have a filed IntraLATA Interexchange tariff for access service, Comcast agrees to utilize rates that do not exceed Windstream's tariffed access rates.

2.5 Compensation for traffic without valid signaling parameters will be in accordance with Attachment 4: Network Interconnection, Section 3.1

3.3 Intentionally left blank.

4.0 Compensation for Termination of IntraLATA Traffic and Interstate

Interexchange Traffic.

- 4.1 Compensation for termination of intrastate Interexchange service traffic will be at the terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge and the query charge, as set forth in the relevant Party's intrastate access service tariff or price list in accordance with FCC 11-161 and related rules and orders. Compensation for termination of interstate Interexchange traffic will be at the terminating access rates for MTS and originating access rates for 800 Service including the CCL and query charge, as set forth in the relevant Party's interstate access service tariff or price list.

9. Identification and Compensation of Toll VoIP Traffic

- 9.1 This Section governs the identification and compensation of Toll VoIP Traffic exchanged by the Parties over the interconnection facilities that will be subject to terminating switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") as it may hereinafter be amended or clarified. Specifically, this Section establishes the method of distinguishing Toll VoIP Traffic from total intrastate access traffic originated by a Party, so that Toll VoIP Traffic will be billed in accordance with the FCC Order.
- 9.2 The Parties will bill Toll VoIP-PSTN traffic which it identifies in accordance with this Attachment at rates which do not exceed applicable tariffed interstate switched access rates.
- 9.3 Each Party will determine the number of Toll VoIP Traffic minutes of use ("TVMOU") to which it will apply its switched access rates under Section 9.2, above, by applying a terminating Percent VoIP Usage ("TPVU") factor to the total intrastate access MOU terminated by a Party to its End Users. Each Party is responsible to the other Party for all Toll VoIP-PSTN traffic it sends to the other Party for termination, regardless of CIC or other call signaling information. The TPVU will be derived and applied as follows:
- 9.3.1 Intentionally left blank.
- 9.3.2 Each Party will calculate and furnish to the terminating Party a TPVU factor, along with supporting documentation, representing the whole number percentage of its total terminating intrastate access MOU that shall be deemed as terminating TVMOUs subject to terminating switched access rates as set forth in Section 9.2 above.
- 9.3.3 For Comcast, the TPVU and supporting documentation shall be based on information such as the percent of a Party's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. Comcast shall not modify its reported PIU factor to account for Toll VoIP Traffic. Upon receipt of the TPVU from the originating Party, the terminating Party shall have 10 days to either (i) accept the TPVU as valid or (ii) notify the other Party, pursuant to the Notice terms of this Agreement, that the TPVU cannot be verified and invoke

terms pursuant to Sections 9.3.3.1 and 9.3.3.2 below. If the TPVU provided by the originating Party is accepted as valid by the terminating Party or if there is no Notice within 10 days of receipt by the terminating Party that the TPVU is not valid, the TPVU provided by the originating Party shall be deemed valid for purposes of use herein.. After the TPVU factors have been validated, or deemed valid, by the terminating Party, the Parties will use the TPVU factors to calculate a TPVU factor representing the percentage of toll VoIP traffic to be applied to each Party's total terminating intrastate access MOU as indicated in Sections 9.3.4 for the initial TPVU factor or 9.3.5 for an updated TPVU factor. The TPVU factor will be calculated as the sum of: (a) the TPVU factor provided by Comcast and (b) the TPVU factor provided by Windstream times (1.0 minus the PVU factor provided by Comcast). By way of example:

Example 1: The Windstream provided TPVU factor is 5% and the Comcast provided TPVU factor is 10%. The TPVU factor is equal to $10\% + (5\% \times 90\%) = 13\%$. Each Party will bill 13% of its terminating intrastate access MOU as set forth in Section 9.2 above.

Example 2: The Windstream provided TPVU factor is 5% and the Comcast provided TPVU factor is 100%. The TPVU factor is equal to $100\% + (5\% \times 0\%) = 100\%$. Each Party will bill 100% of its terminating intrastate access MOU as set forth in Section 9.2 above. For purposes of clarification, no matter what the other Party's TPVU factor is, if either Party's supported and agreed upon TPVU factor is 100%, both Parties will bill 100% of the intrastate access traffic originated by the other Party that terminates to their respective end-users as set forth in Section 9.2 above.

9.3.3.1 In the event the terminating Party provides Notice pursuant to Section 9.3.3 above that it cannot verify the TPVU, such Party will request additional relevant information to support the TPVU and no changes will be made to the existing TPVU factor. The other Party shall supply the requested additional information within 15 days of the request. If, after review of the information, the Parties establish a revised TPVU factor, the Parties will begin using the revised TPVU factor with the next bill period; provided however, if the initial or updated TPVU factor provided by the other Party pursuant to Section 9.3.3 is deemed valid, the Parties will apply the initial or updated TPVU factor to the associated terminating intrastate access MOU as indicated in Sections 9.3.4 or 9.3.5 below.

9.3.3.2 Any disputes under Section 9.3.3.1 shall be resolved pursuant to the Dispute Resolution terms in Section 12 of the Agreement General Terms and Conditions. During the pendency of a dispute, the most recent undisputed TPVU factor will be used by the terminating Party; subject to retroactive true-up upon resolution of the dispute.

9.3.4 The terminating Party will apply the initial TPVU factor(s) provided by the originating Party retroactively to December 29, 2011, *provided that* the factor(s) and supporting documentation are provided as specified in Section 9.3.3 above to the terminating Party no later than 15 days after the effective date of this Amendment for use pursuant to Section 9.3.3. Provided, however, if a Party has

previously provide TPVU factor(s) and supporting documentation which has otherwise been accepted by the other Party, such TPVU factor shall be deemed valid for use pursuant to Section 9.3.3. If a Party does not furnish the terminating Party with an initial TPVU factor pursuant to the preceding Section 9.3.3, the initial factor for such Party's terminating Toll VoIP Traffic will be deemed to be zero percent (0%).

- 9.3.5 A Party may update its TPVU factor semi-annually using the method set forth in this Section 9.3.5. If a Party chooses to submit an update of the TPVU factor, it shall forward to the terminating Party, no later than 15 days after the first day of January and/or July of each year, a revised TPVU factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. The revised TPVU factor will apply prospectively effective on the next bill date after receipt of the revised factor and serve as the basis for billing until superseded by a new verified factor; *provided that* the factor and supporting documentation are provided, validated and recalculated pursuant to Section 9.3.3 above.

6. **Replace or insert the following definitions in the Attachment 20: Definitions as follows:**

"Internet Service Provider-Bound Traffic" or "ISP-Bound Traffic" means traffic that is originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an Internet Service Provider ("ISP"). For purposes of this Agreement, VoIP-PSTN Traffic is not ISP Bound Traffic.

"Toll VoIP Traffic" is defined as VoIP-PSTN Traffic that is not Local Traffic.

"Voice over Internet Protocol – Public Switched Telephone Network Traffic" or "VoIP - PSTN Traffic", including any traffic referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", is defined as traffic exchanged between Windstream's network and the Comcast's network in Time Division Multiplexing ("TDM") format and that originates from and/or terminates to a Party's End User in Internet Protocol ("IP") format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an End User of a Service that requires IP compatible customer premises equipment. For purposes of this Agreement, VoIP-PSTN Traffic that originates and terminates within the same Local Calling Area as defined for Local Traffic will also be treated as Local Traffic.

7. **Replace Transit Traffic provisions throughout the agreement with ATTACHMENT 5: TRANSIT TRAFFIC SERVICES:** This Agreement is amended to include in its entirety with the enclosed Attachment 5: Transit Traffic Services.

8. **Miscellaneous Provisions:**

Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section.

Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

Reservation of Rights. The Parties disagree about the interpretation and implications of certain aspects of the FCC Order, including but not limited to the need to amend the Interconnection Agreement to implement the VoIP PSTN intercarrier compensation rates established by the FCC in the Order. Further neither Party waives, but instead expressly reserves, any rights, remedies or arguments it may have with respect to interpretation and implementation of the FCC Order. However, without prejudice to either Party's position concerning the FCC Order, the Parties agree that the exchange of VoIP-PSTN Traffic and call signaling obligations shall be handled in the manner set forth herein for purposes of this Agreement only and on an interim basis only until the earlier of (i) the expiration or termination of this Agreement or (ii) until the FCC issues an Order clarifying or addressing the matters covered by this Amendment. Once the FCC issues such an order, the Parties agree to comply with the FCC order and amend the Agreement, if necessary. Both Parties reserve the right to advocate any position with regard to the matters set forth in this Amendment before all relevant forums, and the terms of this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions, nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such matters, outside the context of this Agreement. Neither Party shall have any affirmative duty to respond to any advocacy by the other Party about the laws applicable to such matters, nor be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter, without any diminishment of such right based upon the passage of time or any course of conduct.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Windstream Kentucky West, LLC
(“Windstream”)

By: S. Lynn Hughes

Printed: S Lynn Hughes

Title: Director - Interconnection

Comcast Phone of Kentucky, LLC
(“Comcast”)

By: M. J. Clancy

Printed: Michael Clancy

Title: VP Carrier Management

ATTACHMENT 5: TRANSIT TRAFFIC SERVICES

Transit Traffic. Subject to the terms and provisions of this Agreement, Windstream will provide Transit Traffic Services where Windstream has a tandem, which is a class 4 switch with subtending end offices as defined in the LERG. Transit Traffic Services will be provided consistent with the following provisions set forth herein.

1.0 General Provisions

- 1.1 The Transit Traffic Services do not include (1) any traffic deemed local only by subscription to Comcast's optional local calling plans; (2) any traffic for which transit charges are assessed under a separate agreement between the Parties; (3) 900 or 976 calling; (4) traffic originated by or terminated to an interexchange carrier (IXC); (5) traffic for which Windstream is entitled to collect access charges; and (6) any traffic where Windstream is the toll provider for the end user originating the call and where Windstream collects toll revenue from such end user.
- 1.2 The Parties understand that the arrangements and provision of Service as contemplated by this Agreement may require technical and operational coordination between the Parties. Accordingly, the Parties agree to work cooperatively to implement this Agreement and to provide such information as may be necessary to establish, maintain and bill Services under this Agreement.
- 1.3 No performance measures or related incentive payments apply to Transit Traffic Services provided under this Agreement.
- 1.4 Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's tandem via another LEC's tandem.

2. Definitions

The following terms shall have the meanings set forth below when such terms appear in capitalized form within this Attachment, but such defined terms shall not be exclusive of any other capitalized terms which may be specifically defined in other provisions of this Agreement.

- 2.1. **"Affiliate"** is a legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party. An entity is considered to control another entity if it owns, directly or indirectly, more than fifty percent (50%) of the total voting securities or other similar voting rights.
- 2.2. **"Business Day(s)"** means the days of the week excluding Saturdays, Sundays, and all Windstream holidays.
- 2.3. **"CLEC"** means Competitive Local Exchange Carrier.
- 2.4. **"Day(s)"** means calendar days unless otherwise specified.
- 2.5. **"Transit Traffic Service"** means the service provided by Windstream to Comcast in accordance with this Attachment, and shall not include any Windstream tariffed services provided pursuant to any filed tariff of Windstream or a Windstream affiliated company, irrespective of whether reference is made herein to any such tariffed service.
- 2.6. **"Tariffs"** means the Windstream local exchange carrier Tariffs filed at the state or federal level for the provision of a Telecommunications Service that may include the terms, conditions and

pricing of that service. A Tariff may be required or voluntary and may or may not be specifically approved by the appropriate state commission or Federal Communications Commission ("FCC").

- 2.7. **"Telecommunications Service"** is as defined in 47 CFR §153(46).
- 2.8. **"Third Party Originating Carrier"** means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider that delivers to Windstream Transit Traffic that transits Windstream's network and is delivered to Comcast.
- 2.9. **"Third Party Terminating Carrier"** means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider to which traffic is delivered by Windstream when Comcast uses Windstream's Transit Traffic Service.
- 2.10. **"Transit Traffic"** is defined as Local Traffic and ISP-bound Traffic that is (i) received by Windstream from Comcast that is switched and/or transported by Windstream and delivered to a Third Party Terminating Carrier's network, or (ii) received by Windstream from a Third Party Originating Carrier's network that is switched and/or transported by Windstream and delivered to Comcast's network. Transit Traffic does not include traffic terminating to a third party's network where the third party utilizes Windstream's switching to provide its end user service (i.e., platform service and local resale).

3. **Compensation for Transit Traffic**

- 3.1 Windstream shall provide tandem switching and transport services for Comcast-originated Transit Traffic consistent with the terms and conditions of this Agreement. Windstream shall bill Comcast for Transit Traffic originated by Comcast at the rates as set forth in Transit Traffic Price List contained herein.
- 3.2 Windstream agrees to provide, where available, industry standard Exchange Message Interface (EMI) call detail records associated with Transit Traffic sufficient for billing purposes within forty-five (45) days after such usage occurs. So long as Comcast routes its Transit Traffic destined for Third Party Terminating Carriers in accordance with the LERG and this Agreement, Windstream agrees to deliver Comcast-originated Transit Traffic to the Third Party Terminating Carriers to the extent the Third Party Terminating Carriers are interconnected with Windstream's tandem and Windstream is not prohibited from delivering such traffic to such Third Party Terminating Carriers. So long as Third Party Originating Carriers properly route their Transit Traffic destined for Comcast in accordance with the LERG and in accordance with terms and conditions of an applicable Windstream tariff or a written agreement with Windstream for Transit Traffic Service, Windstream agrees to deliver Transit Traffic originated by a Third Party Originating Carrier to Comcast.

Notwithstanding the foregoing, Comcast and any third parties are responsible for negotiating and executing any appropriate contractual and compensation arrangements between themselves for the exchange of Transit Traffic through the Windstream network. Windstream will not be liable for any compensation to the Third Party Terminating Carriers for Comcast-originated Transit Traffic. Windstream will not be liable for any compensation to Comcast for Transit Traffic received by Windstream from Third Party Originating Carriers and terminated to Comcast. Comcast will not be liable for any compensation to Windstream for traffic originated by Third Party Terminating Carriers. Amounts that Comcast bills to Windstream under other agreements shall not include any minutes of use for Transit Traffic. Notwithstanding the proceeding, if one party sends traffic to

the other party without sufficient information for the receiving party to identify the third party that needs to be billed, the receiving party shall consider the traffic to be originated by the sending party and will bill the sending party accordingly.

- 3.3 Windstream will provide Comcast call detail records upon election by Comcast in a written notice to receive these records on a once per month transmission from Windstream, which shall begin within two (2) billing cycles of such notice from Comcast.
- 3.4 When Comcast requests Windstream to provide call detail records for billing to the originating third party, Comcast agrees to pay Windstream a one time charge, as identified in Transit Traffic Price List, for system modifications as reasonably required to provide these records to Comcast. This one time charge will be billed to Comcast on the initial bill containing Transit Traffic Service. The one time charge applies per Windstream ILEC entity and not for each tandem owned by such Windstream ILEC entity.
- 3.5 When Comcast requests Windstream to provide call detail records, Windstream shall provide industry standard call detail records to Comcast as the terminating carrier for Third Party Originating Transit Traffic that Windstream delivers to Comcast, for billing purposes. Windstream shall not be liable for any compensation to Comcast or any Third Party Originating Carrier Transit Traffic service.
- 3.6 When Comcast requests Windstream to provide call detail records, Windstream will provide these call detail records one time each month for each Windstream operating company to Comcast at no charge. If Comcast requests additional copies of these call detail records, Comcast will pay Windstream a per record charge as listed in Transit Traffic Price List. This per record charge will be billed to Comcast on the next bill containing Transit Traffic Service.
- 3.7 Prior to either Party providing transit traffic services to the other, the Party requesting transit service must provide notice to the other Party.
- 3.8 All traffic, other than Local Traffic, that transits a tandem will be classified and treated as Meet-Point Billing Traffic, unless otherwise agreed in writing between the Parties.

Transit Traffic Price List

TRANSIT TRAFFIC	MOU Rate	Per Record Rate	Non-Recurring Charge
Windstream	\$0.003		
Record exchange establishment (CDRs)			\$3,750.00
Additional copies of CDRs (per record)		\$0.0025	