

## South Central Rural Telephone

Cooperative Corporation, Inc.

September 21, 2009

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Blvd.  
Frankfort, KY 40601

**Re: CLEC Agreement between South Central Rural Telephone  
Cooperative Corporation, Inc. and Windstream  
Communications, Inc.**

Dear Mr. Derouen:

South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC"), on behalf of itself and Windstream Communications, Inc., hereby submits for approval by the Kentucky Public Service Commission an original and four (4) soft copies of the enclosed 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.

If you have any questions, please contact me at (270) 678-2111.

Sincerely,

A handwritten signature in cursive script that reads "Donnie Bennett".

Donnie Bennett, Regulatory Manager

Enclosures

cc: Max Phipps, SCRTC (w/o incl.)  
Scott Terry, Windstream Communications, Inc. (w/o incl.)  
Eileen Bodamer, Bodamer Consulting, LLC (w/o incl.)  
Donnie Bennett, SCRTC (w/o incl.)

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SEP 23 2009

PUBLIC SERVICE  
COMMISSION

**AGREEMENT**

**by and between**

**Windstream Communications, Inc.**

**and**

**South Central Rural Telephone Cooperative Corporation, Inc.**

**FOR THE COMMONWEALTH OF KENTUCKY**

**RECEIVED**

**SEP 23 2009**

**PUBLIC SERVICE  
COMMISSION**

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## **AGREEMENT**

### **PREFACE**

This Agreement ("Agreement") is made by and between Windstream Communications, Inc. ("CLEC"), a Delaware Corporation with offices at 4001 Rodney Parham Rd., Little Rock AR 72212 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 42142 (CLEC 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 CLEC 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 deemed effective immediately following approval by the Public Service Commission ("Effective Date") and continue for a period of two years from the Effective Date ("End Date"), unless earlier terminated in accordance with this Section 2, provided however that if CLEC has any outstanding past due obligations to SCRTC, this Agreement will not be effective until such time as any

past due obligations with SCRTC are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before CLEC has established a customer account with SCRTC and has completed the Implementation Plan described in this Agreement.

- 2.2 In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within five(5) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 2.3 SCRTC may terminate this Agreement upon thirty (30) Days written notice if CLEC is not exchanging traffic with SCRTC or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. Such notice shall include the reason for the termination. In addition, SCRTC reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, SCRTC may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.
- 2.4 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.

### **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 CLEC hereunder, then SCRTC may discontinue the provision of any such Service, payment or benefit. SCRTC will provide thirty (30) days prior written notice to CLEC 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.
- 4.7 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

CLEC hereunder, then SCRTC may discontinue the provision of any such Service, payment or benefit, and CLEC shall reimburse SCRTC for any payment previously made by SCRTC to CLEC that was not required by Applicable Law. SCRTC will provide thirty (30) days prior written notice to CLEC 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, CLEC 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 CLEC (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 CLEC 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 CLEC 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 CLEC in respect of any amounts to be paid by CLEC 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, CLEC 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 CLEC 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 CLEC 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 SCRTC 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.
- 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 CLEC represents and warrants that it is a corporation organized in 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 CLEC Certification. Notwithstanding any other provision of this Agreement, SCRTC shall have no obligation to perform under this Agreement until such time as CLEC has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Kentucky. CLEC shall not place any orders under this Agreement until it has obtained such authorization and provided proof of such authorization to SCRTC.

## **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 rendered by the billing Party. Payments shall be transmitted by electronic funds transfer or check. Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties regular policies and billing practices.

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. 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; notwithstanding this, all notices of dispute must be given no later than sixty (60) days after the billing Party's bill is rendered. 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 the lesser of: (i) the maximum rate allowed by law; or (ii) a rate of one-and one-half percent (1.50%) 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 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. In the event the Receiving Party destroys such Confidential Information, the Receiving Party shall provide the Disclosing Party a certification that such destruction has been completed as required by this Agreement; such certification shall be provided to the Disclosing Party within fifteen (15) days of such destruction.

- 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 sufficient time 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 five (5) 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 CLEC**

- 13.1 If CLEC 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, CLEC shall send written notice of such discontinuance to SCRTC. CLEC 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, CLEC shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 13.2 In the event of such discontinuance, Parties will work in good faith to minimize the loss of service available to CLEC's end users provided however nothing herein will impose an obligation on SCRTC to accept service and operational requirements beyond those governed by its normal business practices, including work load management.
- 13.3 Should a CLEC Customer subsequently become a SCRTC Customer, CLEC shall provide SCRTC with all information necessary for SCRTC to establish service for the CLEC Customer including CLEC Customer's billed name, listed name, service and billing address, and the services being provided to the CLEC 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 may, upon written notice to the other Party, 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 either Party, CLEC shall provide to SCRTC forecasts regarding the Services that CLEC expects to purchase from SCRTC, including, but not limited to, forecasts regarding the types and volumes of Services that CLEC expects to purchase and the locations where such Services will be purchased.

#### **17. Fraud**

CLEC 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 CLEC's account in cases of, fraud by CLEC's Customers or other third parties. In the event SCRTC is requested to provide fraud assistance standard time and materials fees in effect at the time apply.

#### **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 for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Claim or Loss (as defined below) relating to or arising



out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the facilities, products, services or functions not performed or provided or improperly performed or provided.

- 20.2 Except as otherwise expressly provided in specific attachments, in the case of any Claim or Loss (as defined below) alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 20.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any interconnection services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Claim or Loss (as defined below) relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the interconnection services that gave rise to such Claim or Loss (as defined below) and (ii) any consequential damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Claim or Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Claim or Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Limitation of Liability and Indemnification Section.
- 20.4 Neither CLEC nor SCRTC shall be liable to the other Party for any consequential (including, but not limited to lost profits and attorneys fees), special, or punitive damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under this Limitation of Liability and Indemnification Section to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Claims or Losses, and consequential, special, or punitive damages of such Third Party; provided, however, that nothing in this Limitation of Liability and Indemnification Section shall impose indemnity obligations on a Party for any Claim or Loss or consequential, special, or punitive damages suffered by that Party's End User in connection with any affected interconnection services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's affiliates, and

its respective officers, directors, employees and agents) against any Claim or Loss made by the Indemnifying Party's End User.

- 20.5 SCRTC shall not be liable for damages to an End User's premises resulting from the furnishing of any interconnection services, including, if applicable, the installation and removal of equipment and associated wiring, and collocation equipment unless the damage is caused by SCRTC's gross negligence or willful misconduct. SCRTC does not guarantee or make any warranty with respect to interconnection services when used in an explosive atmosphere.
- 20.6 CLEC hereby releases SCRTC from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to SCRTC under this Agreement, including any errors or omissions occurring in the directory database or the white pages directory, or any claims by reason of delay in providing the directory assistance listing information, printing or provisioning of non-published numbers or the printing or providing of CLEC End User information in the white pages directory including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 20.7 Neither Party shall be liable to the other Party, its End User, or any other person for any Claim or Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 20.8 This Limitation of Liability and Indemnification Section is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the interconnection, resale services, UNEs, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.
- 20.9 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the interconnection services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the interconnection services, provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 20.10 Except as otherwise expressly provided herein or in specific Attachments, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any loss, claim, or liability ("Claim or Loss") to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection Services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying

Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

- 20.11 In the case of any Claim or Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Claim or Loss (the “Indemnifying Party”) shall defend and indemnify the other Party (the “Indemnified Party”) against any and all such Claims or Losses by its End User regardless of whether the underlying interconnection service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 20.12 A Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party (“Indemnified Party”) against any Claim or Loss arising from the Indemnifying Party’s provision of or use of interconnection services provided under this Agreement involving:
  - 20.12.1 Any Claim or Loss arising from such Indemnifying Party’s provision of or use of interconnection services offered under this Agreement, involving any Claim or Loss for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party’s or its End User’s use.
    - 20.12.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision interconnection services provided hereunder and all other Claims or Losses arising out of any act or omission of the End User in the course of using any interconnection services provided pursuant to this Agreement.
    - 20.12.1.2 The foregoing includes any Claims or Losses arising from actual or alleged infringement of any intellectual property right of a Third Party to the extent that such Claim or Loss arises from an Indemnifying Party’s or an Indemnifying Party’s End User’s use of interconnection services, provided under this Agreement; provided, however, that an Indemnifying Party’s obligation to defend and indemnify the Indemnified Party shall not apply:
      - 20.12.1.2.1 where an Indemnified Party or its End User modifies interconnection services, provided under this Agreement; and
      - 20.12.1.2.2 no infringement would have occurred without such modification
  - 20.12.2 Any and all penalties imposed on either Party because of the Indemnifying Party’s failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified

Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

- 20.13 CLEC acknowledges that its right under this Agreement to interconnect with SCRTC's network may be subject to or limited by intellectual property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
- 20.14 SCRTC does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any intellectual property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's interconnection with SCRTC's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement.
- 20.15 CLEC shall reimburse SCRTC for damages to SCRTC's facilities utilized to provide interconnection services hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of SCRTC's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than SCRTC.
- 20.16 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard technologies to be deployed or used in connection with or on SCRTC facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee's") facilities.
- 20.17 Indemnification Procedures:
  - 20.17.1 Whenever a claim shall arise for indemnification under this Indemnification Section, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
  - 20.17.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
  - 20.17.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
  - 20.17.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims,

subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

- 20.17.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 20.17.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 20.17.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 20.17.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 20.18 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to any other restrictions and limitations set forth in this Agreement.

## **21. Insurance**

- 21.1 CLEC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and CLEC's insurance company's rating need not be higher than what SCRTC requires of its own underwriters. So long as CLEC has assets that equal or exceed ten billion dollars

(\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. SCRTC shall be named as an additional insured and/or as a loss payee on all applicable policies.

- 21.2 Unless CLEC is covered by a plan of self-insurance as noted above, CLEC 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, CLEC shall maintain the following insurance:
  - 21.2.1 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.
  - 21.2.2 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.
  - 21.2.3 Excess Liability, in the umbrella form, with limits of at least \$50,000,000 combined single limit for each occurrence.
  - 21.2.4 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.
  - 21.2.5 All risk property insurance on a full replacement cost basis for all of CLEC'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.
- 21.3 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 CLEC.
- 21.4 CLEC 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.
- 21.5 CLEC 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. CLEC 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.

- 21.6 If CLEC or CLEC's contractors fail to maintain insurance as required in Sections 21.1 through 21.4, above, SCRTC may immediately cease performing pursuant to this Agreement until CLEC provides SCRTC with a certificate evidencing that it has obtained the required insurance.
- 21.7 Certificates furnished by CLEC or CLEC'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 CLEC agrees that, except as may be otherwise provided herein, the Services provided by SCRTC 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 SCRTC and SCRTC's vendors. SCRTC agrees to advise CLEC, directly or through a third party, of any such terms, conditions or restrictions that may limit any CLEC use of a Service provided by SCRTC that is otherwise permitted by this Agreement when SCRTC has knowledge of any such limitations. At CLEC's written request, and to the extent required by Applicable Law, SCRTC will use reasonable efforts to obtain,

on CLEC's behalf, intellectual property rights from SCRTC's vendor to allow CLEC to use the Service in the same manner as SCRTC, coextensive with SCRTC's intellectual property rights, and on terms and conditions that are equal in quality to the terms and conditions under which SCRTC has obtained SCRTC's intellectual property rights. CLEC 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 shall 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.

**25. Network Management**

- 25.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. CLEC 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 CLEC:  
Director – Interconnection  
4001 Rodney Parham Road  
B1F02-1212A  
Little Rock, AR 72212

Copy To:  
Legal Department  
4001 Rodney Parham Road  
B1F03-53A  
Little Rock, AR 72212

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: (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 received.

**29. Point of Contact for CLEC 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 30 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 2 % Rural Telephone Company and is entitled to all rights afforded 2% 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 § 251(f). The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, other public forum, contract negotiation, or bona fide request, including matters related to the types of arrangements prescribed by this Agreement

**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 CLEC:

Windstream  
Attn: Director State and Local Taxes  
4001 Rodney Parham Road  
1170 B1F03-70A  
Little Rock, AR 72212

Copy to:  
Windstream  
Attn: Staff Manager - Interconnection Services  
4001 Rodney Parham Road  
1170 B3F03-84A  
Little Rock, AR 72212

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. CLEC 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 CLEC with at least 180 calendar day's 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 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.

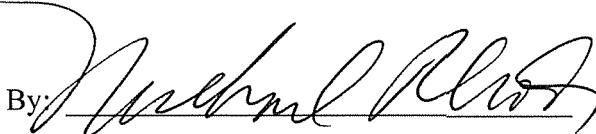
**45. Withdrawal of Services**

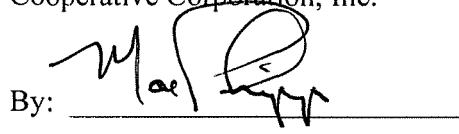
Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, SCRTC may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to CLEC.

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

Windstream Communications, Inc.

South Central Rural Telephone  
Cooperative Corporation, Inc.

By: 

By: 

Printed: Michael D. Rhoda

Printed: Max Phipps

Title: SVP Government Affairs

Title: General Manager / COO

Date: 9/11/09

Date: 9-17-09

## **GLOSSARY**

### **1. General Rule**

- 1.1 The provisions of Sections 1.1 through 1.4 of this Glossary apply with regard to the entire Agreement. 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 Agreement 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 Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Agreement 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 Agreement 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.

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 and excludes calls to numbers assigned that do not match SCRTC's geographic exchange area. 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 Exchange

The geographic exchange 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.

2.29 EAS Traffic

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

2.30 FCC

The Federal Communications Commission.

2.31 FCC Regulations

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

2.32 ILEC (Incumbent Local Exchange Carrier)

Shall have the meaning stated in the Act.

2.33 Information Service

Shall have the meaning set forth in the Act.

2.34 Information Service Provider ("ISP")

Any entity that provides information services.

2.35 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 SCRTC. ISP traffic is not EAS traffic as defined in this Agreement.

2.36 InterLATA Service

Shall have the meaning set forth in the Act.

2.37 IntraLATA

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

2.38 IP (Interconnection Point)

The meet-point on SCRTC's network at which a Party who receives Subject Traffic originating on the network of the other Party is entitled to begin assessing Reciprocal Compensation charges for the further transport and termination of that Subject Traffic.

2.39 IXC (Interexchange Carrier)

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

2.40 LATA (Local Access and Transport Area)

Shall have the meaning set forth in the Act.

2.41 LEC (Local Exchange Carrier)

Shall have the meaning set forth in the Act.

2.42 LERG (Local Exchange Routing Guide)

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

2.43 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.

2.44 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.

2.45 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.

2.46 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.

2.47 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.

2.48 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.

2.49 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.

2.50 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).

2.51 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.

2.52 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.

2.53 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.

2.54 Providing Party

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

2.55 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 exchange 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.

2.56 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.

2.57 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.

2.58 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.

2.59 Retail Prices

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

2.60 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 NPA-NXXs and the Rate Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. 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.

2.61 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.

2.62 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.

2.63 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.

2.64 SSP (Service Switching Point)

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

2.65 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 CLEC currently utilize this out-of-band signaling protocol.

2.66 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.

2.67 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-user of the other Party 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/101XXX) basis are not

considered Subject Traffic. Subject Traffic does not include any Internet Traffic.

2.68 Subsidiary

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

2.69 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.

2.70 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

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

2.71 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.

2.72 Telecommunications Carrier

Shall have the meaning set forth in the Act.

2.73 Telecommunications Services

Shall have the meaning set forth in the Act.

2.74 Telephone Exchange Service

Shall have the meaning set forth in the Act.

2.75 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.

2.76 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.

2.77 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.

2.78 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.

2.79 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 CLEC. Such services will be provided in accordance with the terms set forth herein.

#### **1.1 Listing Information**

As used herein, "Listing Information" means a CLEC 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**

CLEC 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 CLEC Customer whose service address location falls within the geographic area covered by the relevant SCRTC directory. CLEC shall also provide to SCRTC periodically, (a) information showing CLEC Customers who have disconnected or terminated their service with CLEC; and (b) delivery information for each non-listed or non-published CLEC Customer to enable SCRTC to perform its directory distribution responsibilities. SCRTC shall promptly provide to CLEC, (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 CLEC 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 CLEC 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 CLEC's Customers shall be interfiled with listings of SCRTC's Customers and the Customers of other LECs included in the SCRTC directories. CLEC shall pay SCRTC's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for CLEC's Customers.

1.4 SCRTC Information

Upon request by CLEC, SCRTC shall make available to CLEC 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 CLEC, upon written request, a copy of SCRTC’s alphabetical listings standards and specifications manual.

1.5 Confidentiality of Listing Information

SCRTC shall accord CLEC 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 CLEC Listing Information for directory publishing by other third party directory publishers to whom SCRTC provides its own listing information, so long as CLEC 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 CLEC for SCRTC’s use or licensing of CLEC Listing Information.

1.6 Accuracy

- 1.7 Both Parties shall use commercially reasonable efforts to ensure the accurate publication of CLEC Customer listings. At CLEC’s request, SCRTC shall provide CLEC with a report of all CLEC Customer listings no less than thirty (30) days prior to the service order (“SO”) close date for the applicable directory. SCRTC shall process any corrections made by CLEC including directory services orders with respect to its listings, provided such corrections are received prior to the SO close date of the particular directory. CLEC will be provided a final proof as provided by SCRTC’s directory publisher.

1.8 Indemnification

CLEC shall adhere to all practices, standards, and ethical requirements established by SCRTC with regard to listings. By providing SCRTC with Listing Information, CLEC warrants to SCRTC that CLEC has the right to provide such Listing Information to SCRTC on behalf of its Customers. CLEC 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. CLEC 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 CLEC hereunder.

1.9 Liability

SCRTC's liability to CLEC in the event of a SCRTC error in or omission of a listing shall not exceed the lesser of the amount of the charges actually paid by CLEC for such listing or the amount by which SCRTC would be liable to its own customer for such error or omission. CLEC 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 CLEC'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.

1.10 Service Information Pages.

SCRTC shall include all CLEC 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. CLEC's NXX codes shall appear in such lists in the same manner as SCRTC's NXX information. In addition, when CLEC is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at CLEC's request, SCRTC shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, CLEC's critical contact information for CLEC's installation, repair and Customer service, as provided by CLEC, 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. CLEC shall be responsible for providing the necessary information to SCRTC by the applicable close date for each affected directory.

1.11 Directory Publication.

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

1.12 Other Directory Services.

CLEC acknowledges that if CLEC desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with SCRTC's directory publishing company. SCRTC provides no directory database updates.



## **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. Each Party is responsible for delivering its originating traffic to the POI for delivery to the terminating Party.

2.1.2 CLEC 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 SCRTC end office switch;

2.1.3.3 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 Local Interconnection Trunks (trunks with traffic going in both directions) will be deployed.

2.3 Interconnection Trunks

- 2.3.1 The Parties agree to use bi-directional Local Interconnection Trunks. Prior to CLEC ordering Local Interconnection Trunks from SCRTC, CLEC 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 End Office and Tandem Local Interconnection Trunks and the interface specifications at the POI.
- 2.3.2 Local Interconnection Trunks shall be from a SCRTC Tandem or End Office to a mutually agreed upon POI on SCRTC's network. On an annual basis or when CLEC determines that actual utilization necessitates the submission of revised forecasts, CLEC shall submit a good faith forecast to SCRTC of the number of End Office and Tandem Local Interconnection Trunks that CLEC anticipates that SCRTC will need to provide during the ensuing two (2) year period. CLEC's trunk forecasts shall conform to the SCRTC CLEC trunk forecasting guidelines as in effect at that time.
- 2.3.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Local Interconnection Trunks.
- 2.3.4 Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.3.5 CLEC shall determine and order the number of Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Local Interconnection Trunk group. CLEC shall order Local Interconnection Trunks by submitting ASRs to SCRTC setting forth the number of Local Interconnection Trunks to be installed and the requested installation dates within SCRTC's effective standard intervals or negotiated intervals, as appropriate. CLEC shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

SCRTC may but is not required to monitor Local Interconnection Trunks using its standard engineering practices. If SCRTC observes blocking on any final Local Interconnection Trunk group and CLEC has not notified SCRTC that it has corrected such blocking, SCRTC may submit to CLEC a request directing CLEC to remedy the blocking. Upon receipt of a Trunk Group Service Request, CLEC will complete an ASR to augment the Local Interconnection Trunk with excessive blocking and submit the ASR to SCRTC within ten (10) business days.

- 2.3.6 Upon request, CLEC will submit a written report to SCRTC setting forth trunk utilization information and percentages. CLEC will calculate utilization percentages by using a traffic data analyzation system specified by SCRTC, industry standard study periods and a time consistent busy hour.
- 2.3.7 CLEC will review all Tandem Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. CLEC will promptly augment all Tandem 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 Local Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, CLEC 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 CLEC fails to submit an ASR for Local Interconnection Trunks in conformance with this section, SCRTC may, in its sole discretion: (i) submit an ASR and bill CLEC 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 CLEC's behalf; and/or (ii) consider CLEC in breach of this Agreement.
- 2.3.8 The performance standard on final 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.
- 2.3.9 Because SCRTC will not be in control of the timing and sizing of the Local Interconnection Trunks between its network and CLEC's network, SCRTC's performance on these 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.

2.3.10 Each Party will be responsible for the costs and charges of Local Interconnection Trunk Groups and facilities on its side of the POIs 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.

### **4. Initiating Interconnection**

- 4.1 If CLEC 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, CLEC 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 CLEC-POIs to be established in the relevant LATA in accordance with this Agreement; (c) CLEC's intended Interconnection activation date; and (d) a forecast of CLEC'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 CLEC's notice provided for in Section 4.1, SCRTC and CLEC shall confirm the SCRTC-POI(s), the CLEC-POI(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, CLEC 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 CLEC 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 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 by end users not served by CLEC for local service within the same geographic exchange area as the numbers that are deployed, SCRTC will notify CLEC of the contaminated groups and CLEC will have 30 days from receipt of such notice to reroute all non-Local traffic to a toll group to maintain treatment of remaining traffic delivered over a local interconnection group as local.
- 6.1.3 Should CLEC 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 CLEC that such contamination has been corrected, SCRTC will have 10 days to respond to CLEC's notice. Should SCRTC confirm the correction, compensation will be based on the exchange of Subject Traffic.
- 6.1.5 Repeat 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 CLEC will be billed to the terminating IXCs by SCRTC.
- 6.2.2 Traffic completed by CLEC to SCRTC will be billed to CLEC 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 CLEC-POI for traffic delivered by SCRTC for termination by CLEC, and at the SCRTC-POI for traffic delivered by CLEC for termination by SCRTC. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the POI to the Customer of Subject Traffic delivered to the SCRTC-POI by CLEC or the CLEC-POI 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 POI 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 Reserved for future use.

6.5.2 For any traffic originating with a third party carrier and delivered by CLEC 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 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 CLEC exceeds three times the amount of traffic that CLEC delivers to SCRTC as Subject Traffic ("3:1 ratio"), then the amount of traffic that SCRTC delivers to CLEC in excess of such 3:1 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. Reserved for Future Use**

**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. The Parties shall assign numbers from and terminate all calls to individual codes to Customers physically located within the codes' respectively assigned rate centers.
- 8.3 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 For purposes of the Parties' responsibilities under this Agreement, the Rate Center Areas for both Parties will be the Rate Center Area and Rate Center Points that the Commission has approved for SCRTC. CLEC will also designate a Routing Point for each assigned number block. CLEC shall designate one location for each Rate Center Area in which the CLEC has established a number block as the Routing Point for that number block 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 number blocks of CLEC will be routed in the same manner as calls to CLEC's initial number block.
- 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 CLEC's choices regarding the size of the local calling area(s) that CLEC 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 SCRTC, 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, CLEC 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 be in a format reasonably acceptable to SCRTC 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, interface type (e.g., DS1), and trunks in service each year (cumulative).

#### 9.4 Initial Forecasts/Trunking Requirements

SCRTC will configure trunks pursuant to CLEC forecasts. If, within 90 days of install trunks are underutilized (define as 67% or less) SCRTC may notify CLEC of its intent to disconnect such trunks. CLEC 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 CLEC forecasts provided however that CLEC uses reasonable engineering criteria, there are no capacity constraints, and CLEC'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 CLEC'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 CLEC, 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 CLEC 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 CLEC 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 CLEC financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, CLEC may request that SCRTC disconnect trunks to meet a revised forecast. In such instances, SCRTC may hold CLEC 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 pursuant to applicable laws, , 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.
- 10.2.8 In the event that a Party receives notification from an end user that the end user did not authorize the change in local service providers, the former service provider will notify the new service provider of the complaint including at a minimum: 1) the date of the complaint; 2) the name of the end user making the complaint; 3) the service number(s) that is the subject of the complaint; and 4) the name and contact information of the representative of the Party issuing the complaint to the other Party on behalf of the end user. Within three (3) Business Days of the receipt of such end user complaint, the new service provider must provide the former service provider proof of authorization as may be permitted under applicable law from the end

user in question. If the new service provider does not provide proof of authorization within such time frame, the original service provider will reestablish service on behalf of the end user. In such event, the new service provider will pay the former service provider for service re-establishment costs at the lesser of: (i) the former service provider's applicable service order fee for new service establishment; or (ii) the rate identified in SCRTC Local Exchange Tariff.

## **RESALE ATTACHMENT**

### **1. General**

SCRTC shall provide to CLEC, in accordance with this Agreement (including, but not limited to, SCRTC's applicable Tariffs) SCRTC's Telecommunications Services for resale by CLEC; provided, that notwithstanding any other provision of this Agreement, SCRTC shall be obligated to provide telecommunications Services to CLEC only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to CLEC to the extent that provision of such Telecommunications Service is not required by Applicable Law.

### **2. Use of SCRTC Telecommunications Services**

2.1 SCRTC Telecommunications Services may be purchased by CLEC under this Resale Attachment only for the purpose of resale by CLEC as a Telecommunications Carrier. SCRTC Telecommunications Services to be purchased by CLEC for other purposes (including, but not limited to, CLEC's own use) must be purchased by CLEC pursuant to other applicable Attachments to this Agreement (if any) or SCRTC Tariffs.

2.2 CLEC shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from SCRTC (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link-Up America, or other means-tested service offerings;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from SCRTC; or

2.2.4 Any other SCRTC service in violation of a restriction stated in this Agreement (including, but not limited to, a SCRTC Tariff) that is not prohibited by Applicable Law.

2.2.5 In addition to any other actions taken by CLEC to comply with this Section 2.2, CLEC shall take those actions required by Applicable Law to determine the eligibility of CLEC Customers to purchase a service under this Attachment. CLEC shall indemnify SCRTC from any Claims resulting from CLEC's failure to take such actions required by Applicable Law.

2.2.6 SCRTC may perform audits to confirm CLEC's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with the audit provisions of this Agreement.

- 2.3 CLEC shall be subject to the same limitations that SCRTC's Customers are subject to with respect to any Telecommunications Service that SCRTC grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that SCRTC follows a different practice for SCRTC Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and, (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
- 2.4 SCRTC shall be entitled to all charges for SCRTC Exchange Access services used by interexchange carriers to provide service to CLEC Customers.

**3. Availability of SCRTC Telecommunications Services**

- 3.1 SCRTC will provide a SCRTC Telecommunications Service to CLEC for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such SCRTC Telecommunications Service is provided to SCRTC's Customers under applicable SCRTC Local Exchange Tariff.
- 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 and applicable notices provisions of this Agreement, SCRTC shall have the right to add, modify, grandfather, discontinue or withdraw, SCRTC Telecommunications Services at any time, without the consent of CLEC.

**4. Responsibility for Charges**

CLEC shall be responsible for and pay all charges for any SCRTC Telecommunications Services provided by SCRTC pursuant to this Resale Attachment.

**5. Operations Matters**

**5.1 Facilities**

- 5.1.1 SCRTC and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide SCRTC Telecommunications Services.
- 5.1.2 SCRTC shall have access at all reasonable times to CLEC Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the SCRTC Telecommunications Services. CLEC shall, at CLEC's expense, obtain any rights and authorizations necessary for such access.



5.1.3 Except as otherwise agreed to in writing by SCRTC, SCRTC shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by CLEC or CLEC Customers for use with SCRTC Telecommunications Services.

## 5.2 Branding

5.2.1 All Services offered by SCRTC will be branded as such branding is provided to SCRTC's own subscribers.

5.2.2 Should CLEC seek branded Directory Assistance or Operator Services, CLEC will be responsible for entering into a direct contractual arrangement with the third-party contractor at CLEC's expense (a) to obtain identification of Operator Services or Directory Assistance Services purchased by CLEC for resale with CLEC's trade name, or (b) to obtain removal of trade name, trademark or service mark identification from Operator Services or Directory Assistance Services purchased by CLEC for resale.

5.3 CLEC may resell the tariffed basic local exchange telecommunication services offered to end users of SCRTC pursuant to the General Subscriber Service Tariff and federal tariffs applicable to end users (referred to herein individually and collectively as "General Subscriber Service Tariffs") subject to the terms, conditions and exceptions specifically set forth herein. The services that are available for resale are those local exchange and basic telecommunications services provided by SCRTC and offered by SCRTC on a retail basis to end users in accordance with application of state and federal tariffs subject to the exclusions and limitations on services available for resale as set forth in Exhibit A.

5.4 SCRTC shall make available telecommunications services for resale to CLEC at the same rates, minus any applicable resale discount contained in Exhibit A of this Agreement, that SCRTC makes telecommunications services available on a retail basis to end users as set forth in the tariffs described above and according to the terms and conditions specifically set forth herein. The terms and conditions above of SCRTC General Subscriber Service Tariffs, together with any and all subsequent revisions and modifications to such tariffs, are incorporated herein by reference and govern the provision of service by SCRTC to CLEC except as specifically set forth in this Agreement. If any provision of this Agreement cannot be reasonably constructed or interpreted to avoid conflict with the General Subscriber Service Tariffs or other Tariffs referenced in this Section, the Parties agree that the provisions contained in this Agreement shall prevail.

**6. Provision of Service by SCRTC**

- 6.1 CLEC will be the customer of record for all services purchased from SCRTC. Except as specified herein, SCRTC will take orders from, bill and receive payment from CLEC for all services.
- 6.2 SCRTC may continue to bill the end user for other access lines or any other services that the end user specifies it wishes to receive directly from SCRTC.
- 6.3 SCRTC maintains the right to serve directly any end user within the service area of SCRTC. SCRTC will continue to market directly its own telecommunications products and services and in so doing may establish independent relationship with end users of CLEC.
- 6.4 CLEC end user may normally retain current telephone numbers, however, telephone numbers assigned pursuant to this Agreement are otherwise the property of SCRTC and are assigned to the service furnished by SCRTC. CLEC or end user has no property right to the telephone number or any other call number designation associated with services furnished by SCRTC, and no right to the continuance of service through any particular central office code, area code or telephone number. SCRTC reserves the right to change such numbers, or the central office/area code designation associated with such numbers, or both, whenever SCRTC deems it necessary to do so in the conduct of its business, subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.
- 6.5 Law enforcement agency subpoenas and court orders regarding end users of CLEC will be directed to CLEC. SCRTC will cooperate fully with law enforcement agencies, lawful subpoenas and court orders for lawful assistance with respect to the services provided to its customers. SCRTC will bill CLEC the reasonable cost associated with any requirements for response to requests by law enforcement agencies regarding CLEC end users.
- 6.6 White pages directory listings and directory assistance listings will be provided by SCRTC for CLEC's end users in accordance with SCRTC's standard white pages listing and/or directory assistance tariff and procedures for such services including Unlisted (Semi-private) or Non-published (Private) number services. No yellow pages listings will be billed by SCRTC for CLEC end users on behalf of CLEC.
- 6.7 SCRTC's provision of services to CLEC shall be limited to end users and uses conforming to any class of service restrictions in General Subscriber Service Tariffs (e.g., residential services cannot be provided to business customers.).

- 6.8 SCRTC will bill CLEC all charges applicable to end users including end user common line charges and any other Federal tariffed charges that are applied to end users. These charges will be applied in the same manner as SCRTC bills these charges to its end users.
- 6.9 In general, SCRTC will not become involved in disputes between CLEC and CLEC's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of SCRTC, CLEC shall contact SCRTC's designated customer service for resolution. SCRTC may assist in the resolution of the dispute and may work with CLEC to resolve the matter in as timely a manner as possible. SCRTC will bill CLEC the reasonable costs associated with assistance in the resolution of any dispute. CLEC may be required to submit documentation to substantiate the claim.

## **7. Restrictions on Use of Service**

In addition to the other terms of this Agreement, the following specific terms and conditions apply with respect to services provided by SCRTC to CLEC for resale:

- 7.1 If telephone service is established and it is subsequently determined that a class of service restriction has been violated, CLEC will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, retroactive billing, and interest as described in this subsection shall apply at SCRTC's sole discretion. Interest at the higher of Commission authorized rate or 0.05 percent (0.0005) per day, compounded daily for the number of days from the back billing date to and including the date that CLEC actually makes the payment to SCRTC, may be assessed.
- 7.2 SCRTC reserves the right to audit periodically the services purchased by CLEC to establish authenticity of use. Such audit shall not occur more than twice in a calendar year. CLEC shall make any and all records and data available to SCRTC or to SCRTC's auditors on a reasonable basis. SCRTC shall bear the cost of any such audit, unless discrepancies are found in the authenticity of use, in which case CLEC shall be responsible for the cost of the audit.
- 7.3 A service resold by CLEC can only be used in the manner specified in SCRTC's General Subscriber Service Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of SCRTC. Special tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Special tariff features, e.g. an allowance per customer premises location, shall not be aggregated across multiple resold customers or multiple premises. Resold services cannot be used to aggregate traffic from more than one end user customer.

- 7.4 CLEC may only resell services available from SCRTC within SCRTC's service area and only within the specific resale service area as defined in CLEC's certificate.
- 7.5 Telephone numbers transmitted via any service feature are intended solely for the use of the end user of the feature. The resale of this information is prohibited.
- 7.6 Services available for resale may not be used by CLEC to provide access to the local network as an alternative to tariffed switch and special access by other carriers including, but not limited to, interexchange carriers, wireless carriers, competitive access providers, information service providers (including, but not limited to, Internet service providers), other CLEC or other retail telecommunications providers. CLEC will not use call forwarding services, or any other services, obtained under this Agreement to route calls to a traffic accumulator for the purpose of transporting traffic that would otherwise be toll traffic, nor can the call forwarding or other service features be used as a means to implement number portability under this Agreement.
- 7.7 If SCRTC determines that an unauthorized change in local service to CLEC has occurred, including, but not limited to, notification from the end user that the end user did not authorize CLEC to provide local exchange services to the end user, CLEC must provide SCRTC with written documentation of authorization from that end user within three (3) Business Days of notification by SCRTC. If CLEC cannot provide written documentation authorization within such time frame, SCRTC will reestablish service with the appropriate local service provider, and CLEC must within three (3) Business Days provide any end user information or billing records CLEC had obtained relating to the end user to the LEC previously serving the end user. If CLEC cannot provide written documentation of authorization within such time frame, SCRTC will invoice CLEC for any and all costs for returning the end user's service to the end user's previous local exchange provider

## **8. Disconnection of Service**

The procedures for discontinuing service to an end user are as follows:

- i. At the written request of CLEC, SCRTC will disconnect a CLEC end user customer.
- ii. All requests by CLEC for disconnection of an end user must be no later than 2 business days from the date of request.
- iii. CLEC is solely responsible for notifying the end user of the proposed disconnection of the service.
- iv. Upon restoration of the end user's service, restoral charges will apply and will be responsibility of CLEC.

## **UNBUNDLED NETWORK ELEMENTS ATTACHMENT**

### **1. General**

- 1.1 SCRTC shall provide to CLEC, in accordance with this Agreement (including, but not limited to, SCRTC's applicable Tariffs) and the requirements of Applicable Law, access to SCRTC's Network Elements on an unbundled basis; provided, however, that notwithstanding any other provision of this Agreement, SCRTC shall be obligated to provide Unbundled Network Elements ("UNEs") to CLEC only to the extent required by Applicable Law and may decline to provide UNEs to CLEC to the extent that provision of such UNEs are not required by Applicable Law.
- 1.2 Except as otherwise required by Applicable Law: (a) SCRTC shall be obligated to provide a UNE pursuant to this Agreement only to the extent such UNE and the equipment and facilities necessary to provide such UNE are available in SCRTC's network; and (b) SCRTC shall have no obligation to construct or deploy new facilities or equipment to offer any UNE. CLEC shall not directly or through a third party (e.g., CLEC's Customer) order Telecommunications Services from SCRTC in order to impose on SCRTC an obligation to provide a UNE that SCRTC would not otherwise have an obligation to provide. For example, CLEC shall not order Telecommunications Services or advise its Customer to order Telecommunications Services where existing UNEs desired by CLEC are not available in order to permit CLEC to subsequently convert the Telecommunications Services to the UNEs desired by CLEC.
- 1.3 CLEC may use a UNE only for those purposes for which SCRTC is required by Applicable Law to provide such UNE to CLEC. Without limiting the foregoing, CLEC may use a UNE (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that SCRTC is required by Applicable Law to provide such UNE to CLEC in order to allow CLEC to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Agreement:
  - 1.4.1 To the extent that SCRTC is required by a change in Applicable Law to provide a UNE not offered under this Agreement to CLEC as of the Effective Date, the terms, conditions and prices for such UNE (including, but not limited to, the terms and conditions defining the UNE and stating when and where the UNE will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of SCRTC, or, in the absence of an applicable SCRTC Tariff, as determined solely by SCRTC.

- 1.4.2 SCRTC shall only be obligated to provide to CLEC access to a proprietary advanced intelligent network service if required by law.
- 1.5 Without limiting SCRTC's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE, if SCRTC provides a UNE to CLEC, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that SCRTC is not required by Applicable Law to provide such UNEs SCRTC may terminate its provision of such UNE to CLEC. If SCRTC terminates its provision of a UNE to CLEC pursuant to this Section 1.5 and CLEC elects to purchase other Services offered by SCRTC in place of such UNE then: (a) SCRTC shall reasonably cooperate with CLEC to coordinate the termination of such UNE and the installation of such Services to minimize the interruption of service to Customers of CLEC; and, (b) CLEC shall pay all applicable charges for such Services.
- 1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by SCRTC that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element SCRTC is required by Applicable Law to provide to CLEC on an unbundled basis.
- 1.7 Except as otherwise expressly stated in this Agreement, CLEC shall access SCRTC's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the SCRTC Wire Center where those elements exist, and each Loop in the case of Collocation, be delivered to CLEC's Collocation node by means of a Cross Connection.
- 1.8 If as the result of CLEC Customer actions (i.e., Customer Not Ready ("CNR")), SCRTC cannot complete requested work activity when a technician has been dispatched to the CLEC Customer premises, CLEC will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in SCRTC's applicable retail Tariff.

## **2. SCRTC's Provision of UNEs**

Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, SCRTC shall provide CLEC access to the following:

- 2.1 Loops, as set forth in Section 3;
- 2.2 Network Interface Device, as set forth in Section 4;
- 2.3 Interoffice Transmission Facilities, as set forth in Section 5;

### **3. Loop Transmission Types**

Subject to the conditions set forth in Section 1, SCRTC shall allow CLEC to access Loops unbundled from local switching and local transport, in accordance with the terms and conditions set forth in this Section 3. SCRTC shall allow CLEC access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

- 3.1 “2 Wire Analog Voice Grade Loop” or “Analog 2W” provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. If “Customer-Specified Signaling” is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling.
- 3.2 “4-Wire Analog Voice Grade Loop” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling.
- 3.3 “2-Wire ADSL-Compatible Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. SCRTC will not build new copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits as defined by SCRTC must be met.
- 3.4 “4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available only where existing facilities can meet necessary specifications.
- 3.5 “4-Wire / 56 kbps Loop” is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. SCRTC shall provide 4-Wire 56 kbps Loops to CLEC in accordance with, and subject to, the technical specifications set forth by SCRTC.

- 3.6 “Digital Designed Loops” are comprised of designed loops that meet specific CLEC requirements for metallic loops over 18k ft. or for conditioning of ADSL Loops. “Digital Designed Loops” may include requests for:
  - 3.6.1 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
  - 3.6.2 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
- 3.7 SCRTC shall make Digital Designed Loops available to CLEC at the rates as set forth in the Pricing Attachment.
- 3.8 CLEC shall place orders for Digital Designed Loops by delivering to SCRTC a valid service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- 3.9 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by CLEC, an interval of eighteen (18) Business Days will be required by SCRTC to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:
  - 3.9.1 Three (3) Business Days will be required following receipt of CLEC’s valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.
  - 3.9.2 Upon completion of an Engineering Query, SCRTC will initiate the construction order to perform the changes/modifications to the Loop requested by CLEC. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to SCRTC’s standard provisioning intervals.
- 3.10 If CLEC requires a change in scheduling, it must contact SCRTC to issue a supplement to the original service order. If CLEC cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, CLEC shall compensate SCRTC for an Engineering Work Order charge as set forth in the Pricing Attachment. If CLEC cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, CLEC shall



compensate SCRTC for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.11 Conversion of Live Telephone Exchange Service to Analog 2W Loops.

3.11.1 The following coordination procedures shall apply to “live” cutovers of SCRTC Customers who are converting their Telephone Exchange Services to CLEC Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops (“Analog 2W Loops”) to be provided by SCRTC to CLEC:

3.11.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If CLEC does not request a coordinated cutover, SCRTC will process CLEC’s order as a new installation subject to applicable standard provisioning intervals.

3.11.1.2 CLEC shall request Analog 2W Loops for coordinated cutover from SCRTC by delivering to SCRTC a valid Local Service Request (“LSR”). SCRTC agrees to accept from CLEC the date and time for the conversion designated on the LSR (“Scheduled Conversion Time”), provided that such designation is within the regularly scheduled operating hours of SCRTC and subject to the availability of SCRTC’s work force. In the event that SCRTC’s work force is not available, CLEC and SCRTC shall mutually agree on a New Conversion Time, as defined below. CLEC shall designate the Scheduled Conversion Time subject to SCRTC standard provisioning intervals, as may be revised from time to time. Within three (3) Business Days of SCRTC’s receipt of such valid LSR, or longer if permitted under Applicable Law, SCRTC shall provide CLEC the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

3.11.1.3 CLEC shall provide dial tone at the CLEC Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

3.11.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the “New Conversion Time”); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours’ advance notice to the other Party of its

request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

3.11.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

3.11.1.5.1 If SCRTC requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from CLEC; and

3.11.1.5.2 If CLEC requests to reschedule outside the one (1) hour time frame above, CLEC shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

3.11.1.6 If CLEC is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If SCRTC is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, SCRTC and CLEC will reschedule and, upon request from CLEC, SCRTC will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

3.11.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to CLEC is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

3.11.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

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- 3.11.1.9 If CLEC requires Analog 2W Loop conversions outside of the regularly scheduled SCRTC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled operating hours.
- 3.12 SCRTC shall provide CLEC access to its Loops at each of SCRTC's Wire Centers for Loops terminating in that Wire Center. In addition, if CLEC orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, SCRTC shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at an additional charge to CLEC. If, however, no spare physical Loop is available, SCRTC shall within three (3) Business Days of CLEC's request notify CLEC of the lack of available facilities. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 3.18.

#### **4. Network Interface Device**

- 4.1 Subject to the conditions set forth in Section 1 and at CLEC's request, SCRTC shall permit CLEC to connect a CLEC Loop to the Inside Wiring of a Customer through the use of a SCRTC NID in the manner set forth in this Section 4. SCRTC shall provide CLEC with access to NIDs in accordance with, but only to the extent required by, Applicable Law. CLEC may access a SCRTC NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining CLEC NID deployed by CLEC or, if an entrance module is available in the SCRTC NID, by connecting a CLEC Loop to the SCRTC NID. In all cases, SCRTC shall perform this Cross Connection. When necessary, SCRTC will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.
- 4.2 In no case shall CLEC access, remove, disconnect or in any other way rearrange, SCRTC's Loop facilities from SCRTC's NIDs, enclosures, or protectors.
- 4.3 In no case shall CLEC access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from SCRTC's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.
- 4.4 In no case shall CLEC remove or disconnect ground wires from SCRTC's NIDs, enclosures, or protectors.
- 4.5 In no case shall CLEC remove or disconnect NID modules, protectors, or terminals from SCRTC's NID enclosures.

- 4.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the person who controls use of the wire (e.g., the Customer).
- 4.7 When CLEC is connecting a CLEC-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the SCRTC NID, CLEC does not need to submit a request to SCRTC and SCRTC shall not charge CLEC for access to the SCRTC NID. In such instances, CLEC shall comply with the provisions of Sections 4.2 through 4.8 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 7 of this Agreement.
- 4.8 Due to the wide variety of NIDs utilized by SCRTC (based on Customer size and environmental considerations), CLEC may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:
  - 4.8.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, CLEC may enter the Customer side of the SCRTC NID enclosure for the purpose of removing the Inside Wire from the terminals of SCRTC's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the SCRTC NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the SCRTC NID.
  - 4.8.2 CLEC may request SCRTC to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. CLEC, its agent, the building owner or the Customer). If CLEC accesses the Customer's Inside Wire as described in this Section 4.8.2, time and materials charges will be billed to the requesting party (i.e. CLEC, its agent, the building owner or the Customer).

## **5. Unbundled Interoffice Facilities**

Subject to the conditions of Section 1, where facilities are available, at CLEC's request, SCRTC shall provide CLEC with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Pricing Attachment.

## **6. Maintenance of UNEs**

If (a) CLEC reports to SCRTC a Customer trouble, (b) CLEC requests a dispatch, (c) SCRTC dispatches a technician, and (d) such trouble was not caused by SCRTC's facilities or equipment in whole or in part, then CLEC shall pay SCRTC a charge set

forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by CLEC is not available at the appointed time. CLEC accepts responsibility for initial trouble isolation and providing SCRTC with appropriate dispatch information based on its test results. If, as the result of CLEC instructions, SCRTC is erroneously requested to dispatch to a site on SCRTC company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to CLEC by SCRTC. If as the result of CLEC instructions, SCRTC is erroneously requested to dispatch to a site outside of SCRTC company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to CLEC by SCRTC. SCRTC agrees to respond to CLEC trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

**7. Rates and Charges**

The rates and charges for the foregoing UNEs and other services shall be as set forth in this Attachment and the Pricing Attachment.

## **COLLOCATION ATTACHMENT**

SCRTC shall provide to CLEC, in accordance with this Agreement (including, but not limited to, SCRTC's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating CLEC's interconnection with facilities or services of SCRTC or access to Unbundled Network Elements of SCRTC; provided, that notwithstanding any other provision of this Agreement, SCRTC shall be obligated to provide Collocation to CLEC only to the extent required by Applicable Law and may decline to provide Collocation to CLEC to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, SCRTC shall provide Collocation to CLEC in accordance with the rates, terms and conditions set forth in SCRTC's Collocation tariff, and SCRTC shall do so regardless of whether or not such rates, terms and conditions are effective.

## **911 ATTACHMENT**

CLEC is solely responsible for interconnection and provisioning to support 911. SCRTC will not permit 911 traffic to be delivered by CLEC via any SCRTC trunk group for transit to the 911 PSAP

Rates for 911 facilities and services will be pursuant to SCRTC local service tariff.

## **Pricing Attachment – Appendix A**

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

### **Local Number Portability Additional Services**

SOA Release / Concurrence: \$ 50.00 (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

### **Resale**

CLEC Account Establishment Per CLEC \$285.00  
Resale Discount: 9.54%

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



### **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. Interoffice facility Charges: Pursuant to Duo County Telephone Cooperative Corporation Inc. PSC KY No. 2A as amended or its successor Tariff.
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 in balance.

## **Unbundled Network Elements**

### **Monthly Recurring Charges**

#### **Local Loop**

2 Wire Analog Loop (inclusive of NID)	\$ 25.84
4 Wire Analog Loop (inclusive of NID)	\$ 51.68
2 Wire Digital Loop (inclusive of NID)	\$ 25.84
4 Wire Digital Loop (inclusive of NID)	\$ 51.68
DS-1 Loop	\$ 180.00
DS-3 Loop	\$2,584.44

DS1 Clear Channel Capability	\$ 23.22
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### **Nonrecurring Charges**

#### **Loop Conditioning**

Bridged Tap	\$325.00
Load Coils	\$250.00
Load Coils / Bridged Tap	\$575.00

#### **Installation**

Conversion as is	\$ 42.95
New Installation – in only	\$ 95.00
New Installation with dispatch	\$145.00