

Dinsmore & Shohl LLP
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RECEIVED

JUL 25 2011

PUBLIC SERVICE
COMMISSION

July 22, 2011

Via Federal Express

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

**Re: Interconnection Agreement between Ballard Rural and Comcast Phone of
Kentucky, LLC d/b/a Comcast Digital Phone**


Dear Mr. Derouen:

Enclosed for filing with the Public Service Commission of the Commonwealth of Kentucky is an original and four (4) copies of the interconnection agreement between Ballard Rural and Comcast Phone of Kentucky, LLC d/b/a Comcast Digital Phone. In addition, we have enclosed an electronic copy in .pdf format.

Please return a file-stamped copy of the interconnection agreement in the self-addressed, stamped envelope provided.

Sincerely,

DINSMORE & SHOHL LLP


Edward T. Depp

ETD/kwi
Enclosures

cc: Robert Munoz, Esq. (w/ enclosure)
John E. Selent, Esq. (w/o enclosure)

101 S. Fifth Street, Suite 2500 Louisville, KY 40202-3175
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RECEIVED
JUL 25 2011
PUBLIC SERVICE
COMMISSION

AGREEMENT

by and between

BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION, INC.

and

COMCAST PHONE OF KENTUCKY, LLC D/B/A COMCAST DIGITAL PHONE

PREFACE

This Agreement ("Agreement") shall be deemed effective upon approval by the Commission (the "Effective Date"), between Ballard Rural Telephone Cooperative Corporation, Inc ("Ballard Rural"), a corporation organized under the laws of the Commonwealth of Kentucky, with offices at 158 West 2nd Street, LaCenter, Kentucky 42056, and Comcast Phone of Kentucky, LLC d/b/a Comcast Digital Phone ("COMCAST"), a Limited Liability Company organized under the laws of the state of Delaware with offices at One Comcast Center, Philadelphia, PA 19103 (Ballard Rural and COMCAST may be referred to hereinafter, each, individually as a "Party," and, collectively, as the "Parties").

WHEREAS, the Parties wish to establish interconnection arrangements for the purpose of transmission and termination of Telecommunications traffic that is within the scope of this Agreement and for the provision of the other obligations set forth herein, and

WHEREAS, the interconnection between the Parties will allow the Customers of each Party to complete local calls to the Customers of the other Party within the local calling area of Ballard Rural ("Local Interconnection"); and

WHEREAS, this is intended to fulfill the Parties' needs to exchange Local Traffic.

Now, therefore, in consideration of the terms and conditions contained herein, Ballard Rural and COMCAST hereby mutually agree as follows:

GENERAL TERMS AND CONDITIONS

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

1. Scope of this Agreement

1.1 This Agreement includes: (a) the Principal Document, ("General Terms and Conditions"), including Attachments A ("Glossary of Terms"); B ("Additional Services"); C ("Interconnection and Number Portability"); and D ("Pricing"); and Appendix A ("Designation of Interconnection Point(s), Local Traffic Termination, and LSR Ordering Charges"). This Agreement specifies the rights and obligations of each Party with respect to the establishment of Local Interconnection. Certain terms used in this Agreement shall have the meanings defined in the Glossary of Terms, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations.

1.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of services or facilities where specified herein. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in the General Terms and Conditions of the Agreement and any attachment or appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in the attachment or appendix shall prevail.

1.3 Except as otherwise provided herein, no term and condition of the Agreement may 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.

1.4 Except as otherwise expressly provided in this Agreement, a Party may purchase services from the other Party pursuant to that other Party's Tariff. In such instances, the rates, terms, and conditions of the other Party's applicable Tariff(s) shall apply.

2. Third Party Service Provider.

2.1 This Section of the Agreement addresses Comcast's provision of services (wholesale or otherwise) and its service arrangements with third-party entities providing retail services including its arrangement with its service provider affiliate, Comcast IP Phone, LLC ("Third-Party Service Provider"). Except as specifically provided herein, the provisions of this Section 2 do not constitute a waiver by either Party of any rights with regard to necessary interconnection arrangements with a Third-Party Service Provider. For purposes of this Agreement, Comcast is a Telecommunications carrier that may also provide wholesale telecommunications service, as defined and conditioned in the Federal Communications Commission's Memorandum Opinion and Order in WC Docket No. 06-55 released March 1, 2007, to a Third-Party Service Provider. The interconnection with Ballard Rural that Comcast seeks in this Agreement addresses only the Parties rights and responsibilities.

2.2 Comcast is responsible for all of the Telecommunications traffic (including traffic of its Third-Party Service Provider(s)) that it delivers to Ballard Rural over the trunks established pursuant to this Agreement. Comcast agrees that all of the terms and conditions of this Agreement are applicable to all of the Telecommunications traffic that it delivers to Ballard Rural over the trunks established pursuant to this Agreement.

2.3 The wholesale service arrangements that Comcast has with its a Third-Party Service Provider(s) does not constitute a transit service arrangement. Other than the obligations imposed specifically by this Agreement, this Agreement does not impose any additional obligations upon Ballard Rural as a result of Comcast's relationship with its Affiliate.

2.4 Should Ballard Rural elect to establish arrangements with third party service providers, Ballard Rural shall have the same right to provide services to third party entities as does Comcast to its a Third-Party Service Provider(s) under this Agreement. If Ballard Rural makes such election, Ballard Rural shall be subject to the same obligations as required of Comcast by this Agreement. Consistent with Applicable Law, nothing in this Agreement affects any rights or obligations of Ballard Rural to request and/or establish interconnection or other arrangements with any third party service provider.

2.5 Regardless of any arrangement that either Party may have with a Third-Party Service Provider, each Party is solely responsible for compliance with all of the terms and conditions of this Agreement.

3. Regulatory Approvals; Amendments

3.1 This Agreement will be submitted by Ballard Rural to the Commission for approval at the equal expense of the Parties within ten (10) Days after obtaining the last required Agreement signature. Comcast and Ballard Rural shall use their best efforts to obtain approval of this Agreement. In the event any governmental authority or agency rejects any provision of the submitted Agreement, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve such approval consistent with the requirements for each Party under Applicable Law.

3.2 This Agreement may not be amended, modified, or supplemented, except by written agreement signed by both Parties.

4. Term and Termination

4.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for a period of 2 years (24 months) after the Effective Date of this Agreement (the "Initial Term"). Thereafter, this Agreement shall renew automatically for successive six (6) month terms (each such term a "Renewal Term"), commencing on the termination date of the initial term or latest Renewal Term and continue in force and effect unless and until terminated as provided in this Agreement.

4.2 Either Ballard Rural or COMCAST may terminate this Agreement effective upon the expiration of the Initial Term or subsequent Renewal Term by providing no less than ninety (90) Days prior written notice to the other Party in advance of the termination date of the Initial Term or latest Renewal Term.

4.3 If either Ballard Rural or COMCAST provides notice of termination pursuant to Section 4.2 and by 11:59 Central Time on the proposed date of termination neither Ballard Rural nor COMCAST has requested negotiation of a new interconnection agreement, then (a) this Agreement will terminate on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will cease in accordance with the requirements of the Commission and Applicable Law, if any.

4.4 If either Ballard Rural or Comcast provide notice of termination pursuant to Section 4.2 and prior to 11:59 Central Time on the proposed date of termination either Ballard Rural or COMCAST has requested negotiation of a new interconnection agreement, then the following provisions shall apply: (a) Ballard Rural will be deemed to have received a request for negotiation of interconnection from Comcast under the provisions of the Act; (b) Those Service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption until a replacement agreement has been executed by the Parties either (i) under a new agreement voluntarily executed by the Parties; (ii) under a new agreement negotiated pursuant to the provisions of the Act; or (iii) under any agreement that may be available according to the provisions of Section 252(i) of the Act except that, if either Party has filed a petition for arbitration of a replacement agreement with the Commission or the FCC in accordance with Section 252, the terms and conditions of this Agreement shall continue in effect until such time the arbitration is concluded and there is approval of a new agreement by the Commission.

5. Attachments and Appendices

The following Attachments are a part of this Agreement and are hereby incorporated by reference as if fully set forth herein:

Attachment A	GLOSSARY OF TERMS
Attachment B	ADDITIONAL SERVICES
Attachment C	INTERCONNECTION AND NUMBER PORTABILITY
Attachment D	PRICING
Appendix A	DESIGNATION OF INTERCONNECTION POINT(S), LOCAL TRAFFIC TERMINATION, AND LSR ORDERING CHARGES

6. Applicable Law

6.1 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, including but not limited to the Act, the rules, regulations and orders of the FCC and the Commission, and any orders and decisions of a court of competent jurisdiction. All disputes relating to this Agreement shall be resolved through the application of such laws through the process(es) described in the Dispute Resolution section of this Agreement.

6.2 Each Party shall, at all times, comply with Applicable Law in the course of performing this Agreement.

6.3 [Reserved for future use.]

6.4 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; 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.

6.5 If any final and unstayed 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.

6.6 In the event of any change in Applicable Law that requires that this Agreement be amended, either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect any pricing, terms and conditions required by any such Applicable Law.

6.7 Notwithstanding any other provision of the Agreement, neither Party shall be obligated to offer or provide any service, facility, or interconnection arrangement to the other Party that is not required by Applicable Law. To the extent that some service, facility, or interconnection arrangement provided by one Party to the other pursuant to the terms of this Agreement is determined not to be required by Applicable Law, then the Providing Party upon 90 Days written notice to the other Party may discontinue the provision of such service, facility, or interconnection arrangement. If a Party disagrees with the notice of termination with respect to such service, facility, or interconnection arrangement, then that Party may pursue the Dispute Resolution processes set forth in Section 16 of these General Terms and Conditions. Such service, facility, or interconnection arrangement shall continue to be provided under the terms of this Agreement until the dispute is resolved; however, there will be retroactive adjustment back to the Day 90 Days after notice to reflect the resolution of the dispute and the terms and conditions that should have applied from that Day forward.

7. Assignment

7.1 Except as provided below, any assignment by either Party of any right, obligation, or duty, in whole or in part, under this Agreement or of any interest in this Agreement, without the written consent of the other Party shall be void, and the assigning Party shall remain responsible for all obligations hereunder.

7.2 Either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent, but with written notification made no later than thirty (30) Days prior to the assignment's effective date.

7.3 The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Assignee's

written assumption shall be made and delivered to the non-assigning Party no later than thirty (30) Days prior to the assignment's effective date. Unless prior written consent is obtained, where necessary, and assignee expressly assumes all rights, obligations, and duties of the assigning Party hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

8. Assurance of Performance

8.1 When reasonable grounds for insecurity arise with respect to the ability of either Party to perform its obligations pursuant to this Agreement, the other Party may in writing demand adequate assurance of due performance.

8.1.1 Unless otherwise agreed by the Parties, the assurance of payment shall consist of a cash security deposit in U.S. dollars or an unconditional, irrevocable standby letter of credit 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 the Party demanding assurance, for the Services to be provided by the party demanding assurance to the other Party in connection with this Agreement.

8.2 Reasonable grounds for insecurity are: (a) a Party has sought a voluntary receivership or bankruptcy (or had a receivership or bankruptcy proceeding initiated against it and is not dismissed within 30 Days); (b) the failure of a Party to demonstrate that it is creditworthy after the execution of this Agreement through commercially reasonable analysis of a credit profile of a Party, or other relevant information regarding a Party's credit and financial condition, (c) the failure of a Party to timely pay a bill except such portion of a bill that is subject to a good faith, bona fide dispute for which the billed Party has complied with the requirements of Section 11; (d) the failure of a Party to perform a material service or obligation as required by this Agreement where such failure is the result of an adverse change in its credit or financial condition; or (e) a Party admits its inability to pay debts as such debts become due.

8.3 Unless otherwise agreed by the Parties, after receipt of a justified demand, a Party shall have fourteen (14) calendar Days to provide assurance of due performance.

8.4 To the extent that a cash deposit may be required, 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.

8.5 A cash deposit shall accrue interest at a rate equal to the six (6) month U.S. Treasury Bill rate.

8.6 To the extent that a letter of credit or cash deposit is required under this Section, the Party holding such letter of credit or cash deposit may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon seven (7) calendar Days written notice to the Party providing such letter of credit or cash deposit in order to pay any amounts that are past-due from the Party providing such assurance of performance.

8.7 If a Party draws on the letter of credit or cash deposit provided by the other Party, the Party providing such assurance of performance shall provide a replacement or supplemental letter of credit or cash deposit in order to fully replenish the required assurance of performance within fourteen (14) calendar Days thereof.

8.8 Notwithstanding anything else set forth in this Agreement, if a Party makes a request for assurance of performance in accordance with the terms of this Section, and the other Party fails to provide adequate assurance of due performance in accordance with the terms of this Section, the such failure to provide assurance of performance in accordance with the terms of this Agreement shall be considered a material breach of the Agreement, entitling the Party requesting assurance of performance to suspend its own performance under the Agreement until such time as the other Party provides such assurance of performance in accordance with this Section 8.

8.9 The fact that assurance of performance is requested by a Party hereunder shall in no way relieve the other Party from compliance with the requirements of this Agreement, nor constitute a waiver or modification of any terms of this Agreement.

9. Audits

9.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may have an independent third-party audit the other Party's ("Audited Party") records for the purpose of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may be performed no more frequently than 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 an immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000 for any consecutive 12-month period.

9.2 Prior to commencing the audit, the auditors 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 auditors. In particular, and without limitation, the Parties acknowledge and agree that due to the confidential and competitively sensitive nature of the data to be reviewed during such an audit, such an agreement may contain confidentiality/nonuse/nondisclosure provisions that prohibit the auditor's sharing of the raw data reviewed (as opposed to the final, aggregated results of the audit) during the audit with the Auditing Party. 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.

9.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party's bills.

9.4 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 records (to assess the accuracy of the Audited Party's bills) in the format in which such records are stored by the Audited Party.

10. Authorization

10.1 Ballard Rural represents 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.

10.2 COMCAST represents that it is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the state of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

10.3 Certification.

Notwithstanding any other provision of this Agreement, COMCAST shall not place any orders under this Agreement until it has obtained such authorization as may be required by Applicable Law. COMCAST shall cease placing any orders under this Agreement in the event any such authorization required by Applicable Law lapses or is cancelled, terminated, or otherwise ceases to exist.

11. Billing and Payment; Disputed Amounts

11.1 Except as otherwise agreed by the Parties or provided in this Agreement, each Party shall bill the other Party on a monthly basis in an itemized format. The Parties shall also exchange billing information to process claims and adjustments as between themselves and on behalf of their Customers.

11.2 Except as otherwise agreed by the Parties or 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, within thirty (30) Calendar Days of the Purchasing Party's receipt of the invoice or forty-five (45) Calendar Days from the invoice date, whichever is sooner (the "Due Date"). If a Party does not receive a bill within twenty (20) Days of the invoice date, the Due Date shall be twenty-five (25) Days after the date the statement is received by the billed Party. The Parties will take commercially reasonable steps to issue invoices in a timely manner.

11.3 If any portion of an amount billed by a Party under this Agreement is subject to a 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; provided however, if the billed Party fails to provide a notice of dispute prior to 3 months following the payment Due Date for the amount in question, then the billed Party shall be deemed to have waived any disputes as to those amounts. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to Dispute Resolution under the terms of this Agreement. If the billing dispute is resolved, in whole or in part, in favor of the billed Party, any credits and interest due to the billed Party as a result thereof shall be applied to the billed Party's account by the billing Party during the next applicable billing cycle. If the billing dispute is resolved, in whole or in part, in favor of the billing Party, the billed Party will, within five (5) Business Days of the dispute resolution, make immediate payment to the billing Party of any withheld amounts, including all late payment charges and interest on the same amount.

11.4 Undisputed 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 which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

11.5 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. Notwithstanding the foregoing, neither Party shall be required to pay back-billed charges beyond one (1) year, except as otherwise provided by law.

11.6 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses:

To Ballard Rural:

Ballard Rural Telephone Cooperative Corp., Inc.
Attn: Stephen Jones II
P.O. Box 209
159 West 2nd Street
LaCenter, Kentucky 42056
Phone: 270-665-5186
Fax: 270-665-9186
email: sjones@brtc.net

To COMCAST:

Comcast
Attn: John Blimmel
183 Inverness Drive West
Englewood, CO 80112
Phone (720) 267-4424
Fax (720) 267-2744
Email: John_Blimmel@cable.comcast.com

12. Confidentiality

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

need to know such Proprietary Information and which employees and Agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care, which in no event shall be less than a reasonable standard of care, to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

12.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or Applicable Law (provided written notice of such requirement, if permissible, and an opportunity to oppose or limit such requirements, if permissible, is given to the disclosing Party); or 6) approved for release by written authorization of the disclosing Party.

12.3 Upon termination of this Agreement, the Parties shall: (i) destroy all Proprietary Information of the other party that remains in its possession; and (ii) certify the completion of such activity in writing to the other Party, within thirty (30) calendar Days.

12.4 Each Party's obligations under this section 12 shall survive the expiration or termination of this Agreement for a period of three (3) years.

12.5 Notwithstanding the provisions of this Section of the Agreement, the Receiving Party, upon reasonable advance notice to the extent practicable to the Disclosing Party, may use and disclose Proprietary 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 commercially reasonable efforts to preserve the confidentiality and restrict the use of the Proprietary 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 Proprietary Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

13. Counterparts

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

14. Default

14.1 If either Party (the "Defaulting Party") (a) defaults in the payment of any amount due, or (b) violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) Days after written notice (the "Default Notice") thereof, the other Party (the "Aggrieved Party") may terminate this Agreement and Services hereunder by written notice.

14.2 If the Defaulting Party disputes that the Aggrieved Party's Default Notice is justified by relevant facts, then the Parties, by mutual agreement, may resolve the disagreement pursuant to the processes set forth in Section 16 ("Dispute Resolution"). Regardless, either Party, without delay and without participating in the dispute resolution process pursuant to Section 16, may immediately pursue any available legal or regulatory remedy to resolve any question about the alleged default or violation or the Aggrieved Party's announced termination of the

Agreement.

15. Discontinuance of Service

If a Party proposes to discontinue, or actually discontinues, its provision of service to Customers in the Ballard Rural service area, such Party shall provide notice of such discontinuance as required by Applicable Law.

16. Dispute Resolution

16.1 Except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties shall attempt to resolve any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms 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 has authority to resolve the dispute and will serve as the initiating Party's representative in the negotiation. Upon receipt, the other Party shall have ten (10) Business Days to respond in writing, designating its own such representative in the negotiation. The Parties' representatives shall attempt to reach a good faith resolution of the dispute within thirty (30) Days after the date of the initiating Party's written notice of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

16.2 Except as otherwise provided herein, if the Parties are unable to resolve the dispute within sixty (60) Days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction. Except for FCC or Commission actions, all such proceedings shall be initiated within, and all Parties consent to personal jurisdiction and venue within, the state and/or federal courts of the Commonwealth of Kentucky.

16.3 Notwithstanding anything in this section, a Party may submit a dispute to the Commission for resolution at any time the other Party ceases to respond or negotiate resolution for a period of fourteen (14) calendar Days.

17. Force Majeure

17.1 Neither Party shall be responsible for any delay or failure in performance which 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, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), acts of God, the acts or failures to act of any governmental entity or official, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected.

17.2 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 including, but not limited to, payment of charges for Services that were not performed due to 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.

17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement except for any demand of payment for Services not performed due to the Force Majeure Event.

17.4 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.

18. Forecasts

In addition to any other forecasts required by this Agreement, upon request by the Providing Party, the Purchasing Party shall provide forecasts regarding the Services that it expects to purchase, including, but not limited to, forecasts regarding the types and volumes of Services that it expects to purchase and the locations where such Services will be purchased. Such forecasts shall be considered proprietary and confidential under the terms of this Agreement, and distribution of the forecasts or information based on such forecasts shall be treated as such, with access limited to those persons associated with the Providing Party who need to know such information in order to adequately provision the types and volumes of Services that the Purchasing Party expects to purchase at the locations where such Services will be purchased. The Providing Party shall exercise commercially reasonable best efforts to adequately provision the types and volumes of Services forecast by the Purchasing Party.

19. Fraud

Neither Party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of fraud by the other Party's Customers or other third parties. Provided, however, both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

20. 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.

21. Headings

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

22. Indemnification

22.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and successors and their respective directors, officers and employees ("Indemnified Party"), from and against any and all

Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property ("Claim"), to the extent such Claim were caused by the gross negligence or intentionally wrongful acts or omissions of the Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).

22.2 An Indemnifying Party's obligations under this Section shall be conditioned upon the following:

i. The Indemnified Party: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to the Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of the Claim with counsel reasonably acceptable to the indemnified Party (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's complete cost and expense.

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

iii. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.

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

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

c. The Indemnified Party shall, in all cases, assert any and all defenses, including, but not limited to, affirmative defenses, defenses set forth in applicable Tariffs and Customer contracts of the Indemnified Party, that limit liability to third parties as a bar to, or limitation on, any Claim or damages by a third-party claimant.

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

22.3 Except as otherwise provided above, each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement, consistent with Applicable Law.

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

23. Intentionally Omitted.

24. Intellectual Property

24.1 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.

24.2 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.

24.3 Each Party shall use commercially reasonable efforts to obtain all intellectual property rights as necessary for the other Party to use such facilities and Services as contemplated hereunder and at least in the same manner used by the provisioning Party for the facilities and Services provided hereunder. A Party shall notify the other Party immediately in the event that a provisioning Party believes it has used its commercially reasonable best efforts to obtain such rights but has been unsuccessful in obtaining such rights. Nothing in this Section shall be construed in any way to condition, limit or alter a Party's indemnification obligations under this Agreement.

24.4 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.

25. Joint Work Product

The Agreement is the joint work product of the Parties. This Agreement represents the product of an arms-length negotiation of sophisticated businesspeople. This Agreement shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

26. Law Enforcement.

26.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

26.2 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.

26.3 Where the request of a law enforcement authority or national security authority 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 such information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

27. Liability

27.1 As used in this Section, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

27.2 Except as otherwise stated in this Section, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

27.3 For the Services provided under this Agreement, except as otherwise stated in this Section, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

27.4 The limitations and exclusions of liability stated in this Section shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

27.5 Nothing contained in this Section shall exclude or limit liability:

27.5.1 under Sections dealing with Indemnification, or Taxes;

27.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;

27.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;

27.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

27.5.5 under Section 258 of the Act or any order of the FCC or the Commission implementing Section 258;

27.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission; or,

27.5.7 for the gross negligence or intentionally wrongful acts or omissions of a Party,

27.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

27.7 Each Party shall, in its Tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

28. Network Management

28.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Ballard Rural and COMCAST will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion.

28.2 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.

28.3 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 significantly degrade 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 such Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

i. The Impaired Party must notify the Interfering Party and allow that Party a reasonable opportunity to correct the problem.

ii. Where the Impaired Party does not know the precise cause of the interference or impairment, it must notify each Carrier that may have caused or contributed to the problem.

iii. 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 provide 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;

iv. Where the interference or impairment asserted by the Impaired Party remains unresolved by the Interfering Party after ten (10) Days, the Impaired Party must provide the Interfering Party with specific and verifiable information that a particular Service, network, facility or method of operation of the Interfering Party is causing the significant degradation.

v. Where the Impaired Party demonstrates that a particular Service, network, facility or method of operation of the Interfering Party is significantly degrading the performance of the Impaired Party's provision of Services, the Interfering Party shall discontinue deployment of that Service and correct the interference or impairment or migrate its Customers to technologies that will not significantly degrade the performance of other such Services. 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 unless Service was improperly interrupted or suspended by the Impaired Party.

28.4 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 industry standard procedures for isolating and clearing the outage or trouble in a manner consistent with its obligations to act in a non-discriminatory manner.

29. 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 provide written notice to the other Party of the change at least ninety (90) Days in advance of such change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

30. Notices

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

30.1.1 shall be in writing;

30.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, or (c) by certified or registered U.S. mail, return receipt requested, postage prepaid; and

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

For COMCAST, to:

Comcast
ATTN: Andrew Fisher
Assistant General Counsel
One Comcast Center, 50th Floor
Philadelphia, PA 19103
Phone: 215-286-3039
Fax: 215-286-5039
email: Andrew_fisher@comcast.com

With copy to:

Comcast
ATTN: Beth Choroser
Executive Director of Regulatory Compliance
One Comcast Center, 50th Floor
Philadelphia, PA 19103
Phone: 215-286-7893
Fax: 215-286-5039
email: beth_choroser@comcast.com

For Ballard Rural, to:

Harlon Parker
General Manager
Ballard Rural Telephone Cooperative Corp., Inc.
159 West 2nd Street
LaCenter, Kentucky 42056
Phone: 270-665-5186
Fax: 270-665-9186
email: manager@brtc.net

with a copy to:

John E. Selent, Esq.
Dinsmore & Shohl LLP
101 S. 5th St.
Suite 2500
Louisville, Kentucky 40202

or to such other address(s) as either Party may designate from time to time by proper notice.

30.2 Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, and (c) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt.

31. Performance Standards

31.1 Ballard Rural shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

31.2 COMCAST shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

31.3 This Section 31.3 applies only to those interconnection arrangements, Telecommunications Services, or other services, facilities or arrangements that one Party would not otherwise be required to provide to the other Party pursuant to Applicable Law. To the extent that one Party requests (the "Requesting Party") of the other Party (the "Responding Party") any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement for the exchange of Telecommunications traffic or any other Services pursuant to this Agreement and the fulfillment of that request would involve service or network arrangements beyond that which the Responding Party provides for its own services or beyond that which the Responding Party provides with any other carrier with which the Responding Party has an interconnection agreement, or would require the Responding Party to incur extraordinary costs and/or expenses beyond that which the Responding Party incurs for its own services or beyond that which the Responding Party incurs for service arrangements with any other carrier with which it has an interconnection agreement, the Responding Party may, at its sole judgment and discretion and after full and proper notice to the Requesting Party and written approval of the Requesting Party of additional costs or expenses, provide such superior arrangements under the condition that the Requesting Party shall be responsible for any additional costs or expenses that may arise for the provisioning and operation of such superior arrangements.

32. Point of Contact for COMCAST Customers

32.1 Each Party shall establish telephone numbers and mailing addresses for purposes of communications with its Customers. Each Party shall advise its respective Customers of these telephone numbers and mailing addresses. Each Party shall advise the other Party of these telephone numbers and mailing addresses.

32.2 Neither Party shall have any obligation to accept a communication from the other Party's Customer, including, but not limited to, a request by the other Party's Customer for repair or maintenance. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper service provider.

33. Publicity and Use of Trademarks or Service Marks

33.1 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, or in any other manner whatsoever, without the other Party's prior written consent for such specified use, which consent the other Party may grant or withhold in its sole discretion.

33.2 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.

34. References

34.1 All references to Sections, Attachments, or Appendices shall be deemed to be references to Sections, Attachments, and Appendices of this Agreement unless the context shall otherwise require.

34.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document, 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).

35. Relationship of the Parties

35.1 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.

35.2 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.

35.3 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.

35.4 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.

35.5 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.

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

36. Reservation of Rights

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 any matter, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement; (b) 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 (c) to challenge the lawfulness and propriety of, and to seek to changes in, 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 including challenge of or changes to matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. 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 fora addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed by this Agreement. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37. Subcontractors

A Party may use a contractor (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.

38. 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.

39. 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, indemnification or defense, or limitation or exclusion of liability, 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.

40. Taxes

It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply. In the event that any state or local excise, sales, or use taxes, if any (excluding any taxes levied on income), are applicable to the subject matter of this Agreement, then the Parties agree to negotiate mutually agreeable terms that will ensure that the tax obligation is met and that the taxes are properly collected by the Parties. To the extent that the Parties cannot agree on terms, then the Section 16 -- Dispute Resolution process shall apply.

41. Technology Upgrades

41.1 Each Party (the "Providing Party") shall provide, maintain, repair or replace its facilities and Services, including those facilities and Services used by the other Party pursuant to this Agreement, at a level of quality that is equal to that which the Providing Party provides to itself, its Affiliates, and any third parties in accordance with the requirements of the Act. At a minimum, the Providing Party shall provide, maintain, repair or replace its facilities and Services in accordance with the same technical criteria and service standards that are used within its own network on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Applicable Law.

41.2 Each Party shall have the right to deploy, upgrade, migrate and maintain its network to the extent permitted by Applicable Law. Nothing in this Agreement shall limit either Party's ability to modify its network through the incorporation of new equipment or software or otherwise.

42. Territory

42.1 This Agreement applies solely to the geographic territory in which Ballard Rural operates as an Incumbent Local Exchange Carrier in the Commonwealth of Kentucky.

42.2 Notwithstanding any other provision of this Agreement and subject to Applicable Law, Ballard Rural may terminate this Agreement as to a specific operating territory or portion thereof if Ballard Rural sells or otherwise transfers its operations in such territory or portion thereof. Ballard Rural shall provide COMCAST with at least ninety (90) calendar Days' prior written notice of such termination, which shall be effective upon the date specified in the notice. After such termination, Ballard Rural shall be obligated to provide Services under this Agreement only within the remaining territory.

43. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and nothing herein shall create or be construed to provide any third-party with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

44. [Reserved for future use.]

45. 252(i) Obligations

To the extent required by law, each Party shall comply with section 252(i) of the Act.

46. Use of Service

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

47. No Waiver

Except as otherwise set forth in this Agreement, 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. By entering into this Agreement, Ballard Rural does not waive any rights, including, but not limited to, the rights afforded a Rural Telephone Company under 47 USC Section 251(f). This Agreement is the result of voluntary negotiations between Local Exchange Carriers and shall be construed as an Agreement reached through voluntary negotiation.

48. 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.

49. Entire Agreement

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on this 18th day of July, 2011.

Ballard Rural Telephone Cooperative
Corporation, Inc.

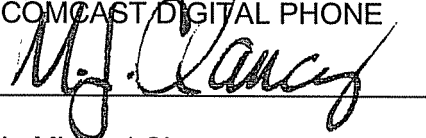
By: 

Printed: Harlon E. Parker

Title: General Manager & CEO

Date: July 18, 2011

COMCAST PHONE OF KENTUCKY, LLC
D/B/A COMCAST DIGITAL PHONE

By: 

Printed: Michael Clancy

Title: Vice-President Carrier Management

Date: July 11, 2011

ATTACHMENT A GLOSSARY OF TERMS

1. General Rule

Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in this Agreement, the term shall have the meaning 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 this Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of this 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.

Unless the context clearly indicates otherwise, any term defined in this Glossary which 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.

2. Definitions

2.1 "Access Services" refers to interstate and intrastate switched access and private line transport services.

2.2 "Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended from time to time (including, but not limited to, the Telecommunications Act of 1996).

2.3 "Affiliate" shall have the meaning set forth in the Act.

2.4 "Agent" shall include an agent or servant.

2.5 "Agreement" means this Agreement, as defined in Section 1.1 of the General Terms and Conditions.

2.6 "Ancillary Traffic" means all traffic that is destined to provide services ancillary to Telecommunications Services, or that may have special routing or billing requirements, including but not limited to the following: 911/E911, Operator Services, Directory Assistance, third party (except for that third party traffic that is specifically addressed in this Agreement), collect and calling card database query and Service, 800/888 database query and service, CNAM, LIDB, and voice information service.

2.7 "Applicable Law" means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction, applicable to each Party's performance of its obligations under this Agreement.

2.8 "Business Day" means Monday through Friday, except for those days that U.S. Mail is not delivered.

2.9 "Calendar Quarter" means January through March, April through June, July through September, or October through December

- 2.10 "Calendar Year" means January through December.
- 2.11 "Calling Party Number" or "CPN" means a CCS parameter that identifies the calling party's telephone number.
- 2.12 "Central Office" or "CO" refers to 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 ("NXXs"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.13 "Central Office Switch" refers to a switch used to provide Telecommunications Services, including, but not limited to, End Office and Tandem Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 2.14 "Commission" shall mean the Kentucky Public Service Commission.
- 2.15 "Common Channel Signaling" or "CCS" refers to 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. The CCS currently used by the Parties is SS7.
- 2.16 "Common Language Location Identifier" or "CLLI Code" refers to an identifier used within the North American telecommunications industry to specify the type and location of a piece of telecommunications equipment or of a relevant location.
- 2.17 "Competitive Local Exchange Carrier" or "CLEC" refers to any company or person authorized to provide local exchange services in competition with an Incumbent Local Exchange Carrier ("ILEC"). Comcast is a CLEC.
- 2.18 "Customer" or "End User" means the residential or business subscriber that is the ultimate end user of Telephone Exchange Services provided by either of the Parties.
- 2.19 "Customer Proprietary Network Information" or "CPNI" is as defined in the Act.
- 2.20 "Day" means calendar days unless otherwise specified.
- 2.21 "End Office Switch" or "End Office" means a switching entity that is used to terminate Customer lines for the purpose of interconnection to each other and to trunks.
- 2.22 "Enhanced Services" shall have the meaning set forth in 47 C.F.R. Section 64.702(a).
- 2.23 "Enhanced Service Provider" or "ESP" shall mean a provider of Enhanced Services.
- 2.24 [Reserved for future use.]
- 2.25 "FCC" shall mean the Federal Communications Commission.
- 2.26 "Foreign Exchange Service" is a tariffed or published price-list exchange service,

consistent with applicable federal and state regulatory requirements for providing local/foreign exchange ("FX") service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different Rate Center Area ("Foreign Exchange Area"). Foreign Exchange Service provides the Customer with a private line interexchange circuit from the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number associated with the Foreign Exchange Area. A Customer's Home Exchange Area and Foreign Exchange Area must be both within the same LATA and within the Commonwealth of Kentucky.

2.27 "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning stated in the Act.

2.28 "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that is authorized to provide interstate long distance telecommunications services and intrastate InterLATA and/or IntraLATA long distance communications services within the Commonwealth of Kentucky.

2.29 "Internet" means the collective international network of interoperable public, private, managed and non-managed computer and Telecommunications facilities, including both hardware and software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/Internet Protocol (TCP/IP), or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wireline or wireless connections.

2.30 "Internet Protocol" refers to a standard networking protocol that provides information transmission across interconnected networks, between computers with diverse hardware architectures and various operating systems, and keeps track of Internet addresses for different nodes, routes outgoing information and recognizes incoming information.

2.31 "Internet Service Provider" or "ISP" is an Enhanced Service Provider that provides access to the Internet.

2.32 "Internet Traffic" or "ISP Bound Traffic" means ISP traffic that is originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP physically located within Ballard Rural's local serving area as defined by the effective local exchange Tariff(s) of Ballard Rural, including mandatory local calling scope arrangements established and defined by the Commission ("Local Internet Traffic"). A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Internet Traffic, for purposes of this Agreement, includes both intra-exchange calls and EAS calls originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP.

2.33 "IntraLATA Traffic" means telecommunications traffic that originates and terminates within the same LATA.

2.34 "Interconnection Point" or "IP" means the location on the incumbent LEC network of Ballard Rural at which the connection is made, pursuant to the terms of Sections 2 and 3 of Attachment C as well as Section A of Appendix A hereto, by COMCAST for the exchange of Local Traffic between the Parties.

- 2.35 "Local Access and Transport Area" or "LATA" shall have the meaning set forth in the Act.
- 2.36 "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.
- 2.37 "Local Exchange Routing Guide" or "LERG" shall mean the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, NPA-NXX-X thousands block assignments, as well as network element and equipment designation.
- 2.38 "Local Number Portability ("LNP")" is as defined by 47 CFR 52.21(n).
- 2.39 "Local Service Request" ("LSR") means the documents used by the Parties to establish, add, change or disconnect Services provided pursuant to this Agreement..
- 2.40 "Local Traffic" means traffic that is originated by an End User of one Party on that Party's network and terminates to an End User of the other Party on that other Party's network within Ballard Rural's local calling area as defined by the effective local exchange Tariff(s) of Ballard Rural, including mandatory local calling scope arrangements established and defined by the Commission. For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Attachment shall be treated as Local Traffic based on whether the Foreign Exchange Area is within the local calling scope as set forth in the preceding sentence. A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Traffic, for purposes of this Agreement, includes both intra-exchange calls and non-optional EAS calls, and does not include any optional extended local scope service arrangement. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 2.41 "North American Numbering Plan" ("NANP") means ten-digit numbers consisting of a three-digit Numbering Plan Area (NPA) code, commonly called an area code, followed by a seven-digit local number. The format is usually represented as NPA-NXX-XXXX where N is any digit from 2 through 9 and X is any digit from 0 through 9.
- 2.42 "Numbering Plan Area ("NPA")" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits 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 (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 2.43 "NXX," "NXX Code," or "Central Office Code," is as defined by 47 CFR 52.7(c).
- 2.44 "Proprietary Information" shall have the same meaning as Confidential Information.
- 2.45 "Providing Party" means a Party offering or providing a Service to the other Party under this Agreement.
- 2.46 "Purchasing Party" means a Party requesting or receiving a Service from the other Party

under this Agreement.

2.47 "Rate Center Area" refers to the geographic area that has been identified 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.

2.48 [Reserved for future use.]

2.49 "Reciprocal Compensation" means an arrangement pursuant to 47 U.S.C Section 251(b)(5).

2.50 "Service" means any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.

2.51 "Signaling System 7" or "SS7" refers to the common channel out-of-band signaling protocol (CCS) developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). COMCAST and Ballard Rural currently utilize this out-of-band signaling protocol.

2.52 "Subsidiary" means a corporation or other person that is controlled by a Party.

2.53 "Switched Exchange Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of Telephone Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 500, 700, 8XX and 900 Access Services.

2.54 [Intentionally deleted.]

2.55 "Tariff" means a filing made at the state or federal level for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

2.56 "Telcordia Technologies" refers to Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.57 "Telecommunications" is as defined in the Act.

2.58 "Telecommunications Carrier" shall have the meaning set forth in the Act.

2.59 "Telecommunications Services" shall have the meaning set forth in the Act.

2.60 "Telephone Exchange Service or Local Exchange Service" shall have the meaning set forth in the Act.

2.61 "Voice over Internet Protocol Traffic" or "VOIP Traffic" is voice communications traffic that utilizes Internet Protocol format for some or all of the transmission of the call.

2.62 "Virtual NXX" or "VNXX" is a service ("VNXX Service") whereby a Customer is assigned

an NPA-NXX telephone number associated with a local calling area, including mandatory local calling scope arrangements established and defined by the Commission, that is different from the local calling area in which the Customer is physically located. For purposes of this Agreement, calls to or from a VNXX Service is "VNXX Traffic".

2.63 "Wire Center" means a building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

ATTACHMENT B

ADDITIONAL SERVICES

1. Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

2. Directory Publishing and Directory Distribution

This Directory Publishing and Directory Distribution section sets forth terms and conditions with respect to the inclusion of COMCAST's customer listings in Ballard Rural's published directories.

2.1 Listing Information

2.1.1 As used herein, "Listing Information" means a COMCAST 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 Ballard Rural deems necessary for the publication and delivery of directories.

2.1.2 In those areas where COMCAST and Ballard Rural will be providing Local Exchange Service for which local calls will be exchanged pursuant to the terms of this Agreement (defined as the "Listing Area"), COMCAST will provide Listing Information on a timely basis and at no charge to Ballard Rural or its directory publishing contractors for purposes of inclusion in published directories. Ballard Rural or its directory publishing contractor will include White Pages and Yellow Pages listing information for COMCAST's end users in the Listing Area in appropriate Ballard Rural directory(ies) provided that COMCAST provides Listing Information to Ballard Rural on a timely basis. Ballard Rural will cooperate with Comcast and Ballard Rural's directory publisher to include Comcast's White Pages and Yellow Pages listing information in Ballard Rural directories at no charge to COMCAST provided that COMCAST provides subscriber Listing Information at no charge to Ballard Rural.

2.1.3 Any references in this Section 2 to Ballard Rural procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of Ballard Rural's contractors that publish directories on its behalf.

2.2 Listing Information Supply.

2.2.1 The Parties will cooperate in the development of a suitable timetable for the submission of Customer Listing Information for inclusion in the appropriate Ballard Rural directories according to Ballard Rural's schedule for the publishing of directory books. COMCAST will provide subscriber Listing Information to Ballard Rural (or its contract directory publisher) in such format as is consistent with a base file subscriber list format normally provided to publishers of directories. COMCAST agrees to provide base file list information to Ballard Rural in a comma delimited, mechanized, electronic format.

2.2.2 Ballard Rural agrees to include one basic White Pages listing for each COMCAST

customer located within the geographic scope of Ballard Rural's White Page Directories within the Listing Area, and one courtesy Yellow Page listing for each COMCAST business customer located within the geographical scope of Ballard Rural's Yellow Page directories. A basic White Page listing is defined as a customer name, address, and assigned number. Basic White Pages listings of COMCAST customers will be inter-filed alphabetically with listings of Ballard Rural and the listings of other LECs. Directory listings will make no distinction between COMCAST and Ballard Rural subscribers.

2.2.3 Comcast agrees that it will not provide any directory Listing Information to Ballard Rural for non-published or non-listed telephone numbers. COMCAST understands that Ballard Rural will have no ability to provide such unlisted directory Listing Information to any third parties and may not be able to distribute Ballard Rural's published directories to those Customers of COMCAST that have non-published telephone numbers.

2.2.4 At the written election of COMCAST (with such election to be made in writing not less than ninety (90) Days prior to the base file submission close date for the applicable directory(ies), Ballard Rural (or its contract publisher) will print, publish, and distribute directories to those of COMCAST's Customers who are listed in the published directories of Ballard Rural. If COMCAST makes such election, COMCAST agrees to reimburse Ballard Rural for the per-book printing, publishing and distribution costs that Ballard Rural's directory publisher charges Ballard Rural for directories distributed to COMCAST's Customers or provided to Comcast. Such reimbursement from COMCAST to Ballard Rural shall be made within thirty (30) Days from the date of Ballard Rural's invoice to COMCAST for the same. COMCAST acknowledges and agrees that nothing in this section or in this Agreement affects Ballard Rural's right or ability to publish its own directories.

2.2.5 Comcast or its End Users may obtain any other directory publishing or listing services from Ballard Rural pursuant to the terms of Ballard Rural's Tariffs.

2.3 Ballard Rural Information.

Upon request by COMCAST, Ballard Rural shall make available to COMCAST the following information: a directory list of relevant NXX codes, directory publishing schedule and close dates, and Yellow Pages headings. Ballard Rural also will make available to COMCAST, upon written request, information related to Ballard Rural's standards and practices for publishing directories.

2.4 Confidentiality of Listing Information.

Ballard Rural shall accord COMCAST Listing Information the same level of confidentiality that Ballard Rural accords its own listing information, and shall use such Listing Information solely for the purpose of the publishing of directories.

2.5 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of COMCAST Customer listings. At COMCAST's request, Ballard Rural shall provide COMCAST with a report, in a format specified by Ballard Rural, of all COMCAST's Customer listings normally no more than ninety (90) Days and no less than thirty (30) Days prior to the service order close date for the applicable directory. Ballard Rural shall process any corrections made by COMCAST with respect to its listings, provided such corrections are received at least five (5) Days prior to the close date of the particular directory. COMCAST shall pay Ballard Rural for the listing reports requested by COMCAST at the same rates that Ballard

Rural's directory publisher charges Ballard Rural for such listing reports.

2.6 Indemnification.

COMCAST shall adhere to all practices, standards, and ethical requirements established by Ballard Rural with regard to listings. By providing Ballard Rural with Listing Information, COMCAST represents to Ballard Rural that COMCAST has the right to provide such Listing Information to Ballard Rural on behalf of its Customers for publishing in Ballard Rural's directories provided to the public. COMCAST agrees to release, defend, hold harmless and indemnify Ballard Rural 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 Ballard Rural's publication or dissemination of the Listing Information as provided by COMCAST hereunder.

2.7 Liability.

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

2.8 Directory Publication.

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

3. Directory Assistance

3.1 Ballard Rural does not have operators. Ballard Rural does not provide directory assistance services. Each Party obtains directory assistance services from a third party. Neither Party will provide directory assistance services to the other Party, and neither Party will be responsible for the provision of directory assistance services to the Customers of the other Party. Neither Party will knowingly or intentionally cause its third party provider to restrict access to the other Party's listing information.

3.2 Either Party, in its sole discretion, may select a different third party directory assistance provider or self-provision directory assistance. If a Party changes its directory assistance provider, subsequent to the execution of this Agreement, such Party will provide written notice 60 Days prior to the implementation of a change in directory assistance providers, including the name of such new provider. To the extent that a Party elects to self-provision its directory assistance, the Parties agree to negotiate an amendment, if necessary, to this Agreement to ensure the continued availability of each Party's End User subscriber listing information to the other Party's End Users.

ATTACHMENT C

INTERCONNECTION AND NUMBER PORTABILITY

This Attachment describes the arrangements between the Parties for interconnection and the transmission and routing of telecommunications traffic as set forth below.

1. Scope of Traffic

1.1 The Parties agree that Local Traffic and Local Internet Traffic are within the scope of this Agreement, and it is this traffic that they will deliver to each other over the interconnection facilities.

1.2 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party. Traffic that is not within the scope of this Agreement is subject to the terms and conditions of intrastate or interstate Switched Exchange Access Service Tariffs regardless of whether traffic may have been converted to Voice over Internet Protocol or any other transmission protocol during the routing and transmission of the call.

1.3 Except as otherwise provided herein, both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with the requirements of this Agreement; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties will be confined to the scope of the traffic as set forth in this Attachment; (c) adopt the Rate Center Areas for the assignment of telephone numbers that are identical to those used by the incumbent local exchange carriers that serve Rate Center Areas within the local calling areas that are within the scope of this Agreement; and (d) subject to section 4.2 below, provide Calling Party Number on Customer originated traffic delivered to the other Party.

1.4 Both Parties represent and warrant that they are not exchanging VNXX Traffic as of the effective date of this Agreement. Neither Party shall begin to provision any service that would result in the exchange of VNXX Traffic unless and until the party seeking to provide VNXX Service provides 60 Days advanced written notice, during which time the Parties will negotiate in good faith the terms and conditions including, among potentially other terms and conditions, methods to identify and measure VNXX Traffic and the availability of necessary information between the Parties to accurately identify, measure, and bill for VNXX Traffic. If the Parties cannot agree on such terms by the end of the sixty (60) Day period, then either Party may bring the matter to the Commission for resolution of terms and conditions; provided however, that if at any time during which this Agreement is in effect there is a generic order or ruling by the Commission, FCC, or court of competent jurisdiction that addresses VNXX traffic compensation and routing, the Parties agree to amend this Agreement in accordance with Section 6 of the General Terms and Conditions of this Agreement. For purposes of this Agreement, Foreign Exchange Service is not VNXX Service as addressed in this Section 1.4.

1.5 Both Parties agree only to deliver traffic to the other Party pursuant to and consistent with the terms of this Agreement. It shall be a default of this Agreement for a Party to deliver, over the connecting facilities, any traffic other than the traffic that is within the scope of this Agreement and consistent with the terms of this Agreement.

1.6 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by its End Users of its Telephone Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk groups established between the Parties pursuant to this Agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

2. Interconnection and Trunk Types

2.1 This Agreement includes two types of interconnection methods – Indirect Interconnection and Direct Interconnection. For purposes of this Agreement, Indirect Interconnection is the linking of each Party's network to a third party provider's network in a manner that allows for the exchange of traffic that is within the scope of this Agreement between the Parties via the third party's switched facilities. For purposes of this Agreement, the third party network provider's function is described as a Transit Service. For purposes of this Agreement, Direct Interconnection shall be the method described in Section 2.2.

2.1.1 The Parties disagree regarding the terms for utilization of Indirect Interconnection and Transit Service that involves a third party network provider. Ballard Rural maintains that it is not required to utilize a third party network provider's Transit Services for its Local Traffic or Local Internet Traffic and is not responsible for the transmission, for delivery to Comcast, of its Local Traffic or Local Internet Traffic originated on its incumbent network to points beyond those on its incumbent network. Comcast maintains that it has a right to require Ballard Rural to utilize such Transit Service from a third party as Comcast requests. Notwithstanding these fundamental disagreements, the Parties will establish interconnection as provided herein and will if there is a clarification by the FCC or the Commission addressing such Indirect Interconnection and/or Transit Service arrangements, or the third party tandem provider, for any reason, no longer offers Transit Service or otherwise modifies the material terms of such Transit Service as currently provided.

2.1.2 Ballard Rural will voluntarily utilize such Indirect Interconnection to the extent that the total two-way traffic volume of combined Local Traffic and Local Internet Traffic between the Parties is less than 300,000 minutes of use ("MOUs") per month, and Ballard Rural's end office(s) subserve a third party tandem switching office to be utilized for Transit Service purposes, which as of the execution of this Agreement is AT&T – KY tandem (MDVIKMA02T). Local Traffic will be exchanged pursuant to Indirect Interconnection at the expense of the originating Party. If the total two-way traffic volume of combined Local Traffic and Local Internet Traffic between the Parties exceeds 300,000 MOUs per month for three consecutive months, either Party may provide written notice to the other Party stating that this threshold volume of traffic has been reached and that Direct Interconnection is requested. Following such notice, the Parties shall establish Direct Interconnection within 120 Days using dedicated trunks as set forth in Section 2.2. The Parties may also mutually agree to establish Direct Interconnection with dedicated trunks regardless of traffic volumes exchanged.

2.2 Direct Interconnection

2.2.1 The Parties shall utilize the Interconnection Points ("IP(s)") designated as the demarcation points from which the Parties will provide transport and termination of traffic that is within the scope of the Agreement. Each Party will be responsible operationally and financially

for bringing their dedicated trunking facilities to the IP and for the delivery to the IP of any traffic that they send to the other Party under the terms of this Agreement. Either Party may utilize their own or a third party's network facilities for purposes of provisioning dedicated trunking facilities to the IP. Where mutually beneficial to the Parties, they may agree (but shall not be required to agree) to provision voluntary arrangements not otherwise required under Applicable Law.

2.2.2 The Parties agree to interconnect at one or more IPs as set forth in Appendix A in accordance with the following options:

- (a) a IP at a mid-span meet point established between the Parties at a point on the incumbent network of Ballard Rural;
- (b) any other mutually-agreed to arrangement, as negotiated by the Parties.

3. Trunk Group Provisioning

3.1 The Parties shall use a DS-1 facility interface at the IP or if forecasts support, a DS-3 facility interface. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).

3.2 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

3.3 Each Party will use commercially reasonable efforts to monitor the traffic exchanged by the Parties over the interconnection trunk groups and to augment those groups using generally accepted trunk engineering standards so as not to exceed blocking objectives.

4. Traffic Measurement and Billing over Interconnection Trunks

4.1 [Reserved for future use.]

4.2 To the extent technically feasible, each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the Customer's billing number. The Parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number.

4.2.1 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party as either Local Traffic, Local Internet Traffic or traffic that is not within the scope of this Agreement.

4.2.2 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN as described in section 4.2, above, is greater than 90% of the total calls delivered, the calls without CPN as described in section 4.2, above will be presumed to be in the same proportion as the calls having CPN as described in section 4.2, above. If traffic delivered by one Party to the other Party does not have

CPN as described in section 4.2, above, for at least 90% of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the 90 percent threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have 30 Days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within 30 Days of the written notice to bring the delivered traffic without CPN to at least 90% of total calls, the Terminating Party will bill all traffic without CPN as intrastate Access Services traffic until such time as the traffic with CPN is at least 90% of total traffic.

5. Local Traffic

5.1 The specific compensation terms and conditions set forth in this Section of the Agreement for Local Traffic as defined in Attachment A ("Glossary") are specifically related to and fully dependent on the application of all other terms and conditions set forth in this Agreement. The specific compensation terms and conditions set forth in this Section are not applicable to any other kind of traffic or for traffic that originates or terminates in areas outside the scope of Local Traffic as defined in this Agreement.

5.2 The Parties agree that the nature of the Local Traffic to be exchanged between the Parties and all other mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. The compensation terms and conditions set forth in this section are specifically related to and dependent on all of the provisions of Section 5 and any other terms and conditions of this Agreement.

5.3 Traffic Not Subject to Terms and Conditions for Local Traffic

The terms and conditions set forth in this Agreement for Local Traffic do not apply to the following: (1) any Internet Traffic; (2) interstate or intrastate Exchange Access or exchange services for Exchange Access; (3) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Switched Exchange Access Service traffic; or (5) Optional Extended Local Calling Area Traffic.

6.0 Local Internet Traffic.

6.1 The Parties agree to transport and switch Local Internet Traffic in the manner described below in this section.

6.2 The Parties acknowledge that under current network and service arrangements, some Internet Traffic may be switched and transported as though Local Internet Traffic were the same as Local Traffic. Notwithstanding any other provision of this Agreement, the Parties will treat Local Internet Traffic under the following conditions. The switching and transport of Local Internet Traffic over the Interconnection Trunk 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. Notwithstanding any other provision of this Agreement, the Parties agree that the mutual provisions and relative obligations of the Parties,

including but not limited to, the mutual exchange of Local Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic.

6.3 A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as Local Internet Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the Party's applicable Tariffs and the application of intrastate and/or interstate Switched Exchange Access Service Tariffs, as appropriate.

6.4 Where the public switched network, local exchange facilities and/or services of either Party are used for the origination or termination of VOIP Traffic calls, the Parties agree to apply the following terms and conditions: VOIP Traffic calls will be originated and terminated in the same manner as each Party does for non-VOIP, circuit-switched Traffic. VOIP Traffic shall be subject to the same compensation terms and conditions as applies for circuit switched calls. Consequently, VOIP Traffic that both originates and terminates within a local calling area as defined for Local Traffic pursuant to this Agreement will also be treated as Local Traffic pursuant to this Agreement. All other VOIP Traffic will be treated as either intrastate or interstate interexchange traffic subject to the same terms and conditions as any other circuit-switched interexchange traffic, including the application of originating and terminating Switched Exchange Access Service charges.

7. Intermediary Services

Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the End Users of a third party Telecommunications Carrier without the consent and agreement of the Parties and any third party provider that may be involved. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of either the other Party or any third Party provider of transit services. This Agreement does not obligate either Party to provide an intermediary or transit traffic service.

8. Number Resources, Rate Center Areas 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 Center Areas and Routing Points corresponding to such NXX codes.

8.2 For the purposes of this Agreement, COMCAST shall adopt the Rate Center Areas that the Commission has approved for Ballard Rural and any other incumbent Local Exchange Carriers within the serving area. COMCAST shall assign whole NPA-NXX codes to each Rate Center Area or, where applicable, thousand number blocks within a NXX Code assigned to that Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the telecommunications industry adopts alternative methods of utilizing NXXs.

8.3 It shall be the responsibility of each Party to program and update its own switches and network systems. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

9. Installation, Maintenance, Testing and Repair.

9.1 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, 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.

9.2 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist: (a) No trouble is found in the interconnection trunks; (b) The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or (c) Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

9.2.1 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

9.2.2 Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as follows, per half hour or fraction thereof:

- Basic Time per technician normally scheduled working hours	\$21.19
- Overtime per technician outside of normally schedule working hours on a scheduled work day	\$31.79
- Premium Time per technician outside of scheduled work day	\$42.39

A call out of a Party's employee at a time not within the employee's scheduled work period is subject to a minimum charge of two hours.

10. Number Portability - Section 251(B)(2)

10.1 Scope.

The Parties shall provide number portability (NP) in accordance with rules and regulations as prescribed from time to time by the FCC. The form of number portability that the Parties will provide is Service Provider Number Portability, which is defined in 47 C.F.R. § 52.21(t). The Parties agree that they will only send a request to the other Party, requesting to

port a number, under the following conditions: (a) the requesting Party will be providing Telephone Exchange Service to that Customer in the same Rate Center Area in which the Customer currently obtains Telephone Exchange Service; and (b) the Requesting Party will be providing Telephone Exchange Service to that Customer pursuant to a valid Certificate of Authority issued by the Commission. The Parties agree that they will not seek to port numbers from the other Party on behalf of any other service provider or for any other purpose.

10.2 Procedures for Providing NP ("Number Portability")

10.2.1 The Parties will follow the NP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. The Parties shall provide NP on a reciprocal basis. Subject to rules and regulations prescribed or adopted by the FCC, NP shall only be provided within the geographic Rate Center Area associated with the ported number and shall not be provided across Rate Center Area boundaries. NP shall not be provided for the purpose of avoiding toll or long distance charges.

10.2.2 [Reserved for future use.]

10.2.3 [Reserved for future use.]

10.2.4 [Reserved for future use.]

10.2.5 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 where it is available. 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. When the ten-digit unconditional trigger is not available, Party A must monitor NPAC activity to verify that the port has completed before Party A disconnects the customer's service.

10.2.6 [Reserved for future use.]

10.2.7 [Reserved for future use.]

10.2.8 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 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. 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; special charges may also apply. 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.

10.2.9 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Neither Party will send default routed calls to the other. Each Party has the right to block default-routed calls entering its network in order to protect the public switched network from overload, congestion, or failure propagation.

ATTACHMENT D

PRICING

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices each Party may charge for a Service.

1.2 The Charges for a Service shall be the charges for Services as detailed in Appendix A.

1.3 In the absence of Charges for a Service established pursuant to Section 1.2, if Charges for a Service are otherwise expressly provided for in this Agreement, including a Tariff reference, such Charges shall apply.

1.4 Intentionally left blank.

1.5 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.4, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. COMCAST Prices

Except where otherwise filed and approved by the Commission, the Charges that COMCAST bills Ballard Rural for COMCAST's Services shall not exceed the Charges for Ballard Rural's comparable Services.

APPENDIX A
Ballard Rural TELEPHONE COMPANY and COMCAST

A. Designation of the IP(s):

For purposes of this Agreement, the Interconnection Point for Direct Interconnection between COMCAST and Ballard Rural will be deemed to be at the same location as Ballard Rural meets AT&T Kentucky which is at Pedestal D8, Route D8/9-2 on Highway 724 also known as Woodville Road near Ballard Rural's Heath switch office approximately 1 mile east of 4-way stop in McCracken County. COMCAST will be responsible for ordering special access facilities from AT&T for facilities from AT&T Kentucky's Paducah tandem office all the way to Ballard Rural's LaCenter tandem office. COMCAST will be responsible for the payment of any charges assessed by AT&T for the facilities provided by AT&T up to the Interconnection Point between AT&T and Ballard Rural. Ballard Rural will be responsible for the facilities from its LaCenter tandem to the demarcation and meet point. For purposes of clarification, the Parties agree and understand that any functions (including, but not limited to transit functions, if any) performed by AT&T Kentucky or any third-party carrier are always performed on COMCAST's side of the IP.

B. Local Traffic Termination

The terms and conditions for the termination of Local Traffic and Local Internet Traffic are set forth in Sections 5 and 6 of the Interconnection and Number Portability Attachment.

C. LSR Ordering Charges for LNP activity (Charges are applied reciprocally by both Parties as indicated below)

- Initial LNP Service Order Charge = \$15.00 per each initial request by one Party -- To be billed to, and paid by, the requesting Party.

- Subsequent LNP Service Order Charge = \$7.50 per each time the requesting Party submits a revised request per LNP request per Customer -- To be billed to, and paid by, the requesting Party.

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