COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

APPROVAL OF RECIPROCAL COMPENSATION AGREEMENT BETWEEN AMERITECH INFORMATION INDUSTRY SERVICES AND LOUISVILLE LIGHTWAVE, L.P. PURSUANT TO SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

CASE NO. 97-525

<u>ORDER</u>

On December 18, 1997, Ameritech Information Industry Services (a Division of Ameritech Services, Inc.) ("Ameritech") and Louisville Lightwave, L.P. ("Louisville Lightwave") submitted to the Commission their negotiated reciprocal compensation agreement. The agreement was negotiated pursuant to the Telecommunications Act of 1996 ("1996 Act"), 47 U.S.C. Sections 251 and 252. Section 252(e) of the 1996 Act requires the parties to an interconnection agreement adopted by negotiation to submit the agreement for approval to the Commission.

The Commission has reviewed the agreement and finds that no portion of the agreement discriminates against a telecommunications carrier not a party to the agreement. The Commission also finds that the implementation of this agreement is consistent with the public interest, convenience, and necessity.

Ameritech and Louisville Lightwave must comply with all relevant Commission mandates for serving in this Commonwealth.

The Commission, having been otherwise sufficiently advised, HEREBY ORDERS that the negotiated reciprocal compensation agreement between Ameritech and Louisville Lightwave is approved.

Done at Frankfort, Kentucky, this 13th day of February, 1998.

By the Commission

ATTEST:

Executive Director



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DEC 1 8 1997

PUBLIC SERVICE COMMISSION

December 17, 1997

VIA OVERNIGHT MAIL

Mr. Don Mills Executive Director Kentucky Public Service Commission 730 Schenkel Lane P. O. Box 615 Frankfort, Kentucky 40602

97-525

Re: Approval of Reciprocal Compensation Agreement between Ameritech Information Industry Services (a division of Ameritech Services, Inc.) on behalf of Ameritech Indiana and Louisville Lightwave, LP Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Dear Mr. Mills:

Pursuant to Section 252(e) of the Telecommunications Act of 1996 (the "Act"), Ameritech Information Industry Services and Louisville Lightwave, LP (the "Parties") are submitting to the Kentucky Public Service Commission ("Commission"), and original and ten (10) copies of their Reciprocal Compensation Agreement ("Agreement") Under Sections 251 and 252 of the Telecommunications Act of 1996, dated November 24, 1997.

The Agreement is based upon the interconnection agreement between Ameriteeh and American Communications Services of Louisville, Inc. ("ACSI Agreement"), effective as of April 30, 1997 pursuant to Louisville Lightwave, LP's exercise of its rights under Section 252(i) of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the Reciprocal Compensation Agreement between the Parties. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.



3000 K STREET, N.W. = SUITE 300 Washington, D.C. 20007-5116 (202)424-7500 = Telex 701131 = Facsimile (202)424-7645



9.11

Mr. Don Mills December 17, 1997 Page 2

Please date stamp and return the additional copy of this filing in the stamped and selfaddressed envelope provided.

Should you have any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

agles J. Bernen

Douglas G. Bonner Counsel for Louisville Lightwave, LP

Enclosure

cc: Robert Wiegand, Esq. (Hyperion) Mr. Kenneth H. Voltz (Ameritech) Barbara Kern, Esq. (Ameritech)



RECIPROCAL COMPENSATION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of November 24, 1997

by and between

AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc. on behalf of Ameritech Indiana

and

LOUISVILLE LIGHTWAVE, L.P.

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LIST OF SCHEDULES AND EXHIBITS

Schedules

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SCHEDULE A - Pricing Schedule

SCHEDULE B - Local Calls

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RECIPROCAL COMPENSATION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Reciprocal Compensation Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (this "Agreement"), is effective as of the <u>24</u>⁴² day of November , 1997 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Indiana ("Ameritech") and Louisville Lightwave, L.P., a Kentucky Limited Partnership between Hyperion Telecommunications of Kentucky, a Delaware corporation and TKR Cable of Kentucky, Inc., a Delaware corporation, with offices at 430 West Mohammed Ali Blvd., Louisville, Kentucky 40202 ("Louisville Lightwave)

WHEREAS, the Parties want to compensate each other for Local Traffic (as defined below) between their networks.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will compensate each other for the Transport and Termination of Local Traffic (as defined below) and additional services as set forth herein.

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

1.0 DEFINITIONS.

Capitalized terms used in this Agreement shall have the meanings specified below in this Section 1.0 and as defined elsewhere within this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. § 151 <u>et</u> <u>seq.</u>), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

1.2 "Affiliate" is As Defined in the Act.

1.3 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.4 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.5 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

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

- (a) "End Office Switches" which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and
- (b) "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.7 "CCS" means one hundred (100) call seconds.

1.8 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.9 "Commission" or "IURC" means the Indiana Utility Regulatory Commission

1.10 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.11 "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.12 "Delaying Event" means (a) a failure by Louisville Lightwave to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by Louisville Lightwave or its Customer, agent or subcontractor or (c) any Force Majeure Event.

1.13 "Dialing Parity" is As Defined in the Act.

1.14 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.15 "Digital Signal Level 0" or "DS0" means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

1.16 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.17 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.18 "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.19 "Exchange Access" is As Defined in the Act.

1.20 "Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.21 "FCC" means the Federal Communications Commission.

1.22 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

1.23 "InterLATA" is As Defined in the Act.

1.24 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D).

1.25 "Intellectual Property" means copyrights, patents, trademarks, tradesecrets, mask works and all other intellectual property rights.

1.26 "IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic calls.

1.27 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

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1.28 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.29 "Local Traffic" means those calls that originate and terminate in the Ameritech and Louisville Lightwave exchanges as set forth in Schedule B.

1.30 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.31 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.32 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.33 "Party" means either Ameritech or Louisville Lightwave, and "Parties" means Ameritech and Louisville Lightwave.

1.34 "Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

1.35 "Reciprocal Compensation" is As Described in the Act.

1.36 "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "RP Practice"), the Routing Point (referred to as the "Rating Point" in such RP Practice) may be an End Office Switch location, or a "LEC Consortium Point of Interconnection." Pursuant to such RP Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate

Center; <u>provided</u> only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

1.37 "Service Control Point" or "SCP" is As Defined in the Act.

1.38 "Signaling End Point" or "SEP" means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

1.39 "Signaling Transfer Point" or "STP" is As Defined in the Act.

1.40 "Telecommunications" is As Defined in the Act.

1.41 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.42 "Telecommunications Carrier" is As Defined in the Act.

1.43 "Telecommunications Service" is As Defined in the Act.

1.44 "Telephone Exchange Service" is As Defined in the Act.

1.45 "Telephone Toll Service" is As Defined in the Act.

1.46 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION.

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). In the event of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

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3.0 RECIPROCAL COMPENSATION

3.1 Measurement and Billing.

3.1.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/ImraLATA Trunks; provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

3.1.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

3.2 Reciprocal Compensation Arrangements — Section 251(b)(5).

3.2.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Louisville Lightwave which a Telephone Exchange Service Customer originates on Ameritech's or Louisville Lightwave's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided in the Pricing Schedule attached hereto as Schedule A (the "Pricing Schedule").

3.2.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

3.2.3 Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

3.3 Interconnection.

3.3.1 No later than , 1997, the parties shall begin negotiations to arrange for the direct interconnection of their networks.

4.0 TRANSIT SERVICE.

4.1 Although Ameritech contends that it is not required to provide Transit Service (as defined below) under the Act, Ameritech agrees that it shall provide Transit Service to Louisville Lightwave on the terms and conditions set forth in this Section 4.0. Ì

4.2 "Transit Service" means the delivery of certain traffic between Louisville Lightwave and a third party LEC or CMRS provider by Ameritech over the Local/IntraLATA Trunks. Transit Service shall be provided only at Ameritech's Tandem Switches, and not at any Ameritech End Office. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from Louisville Lightwave to such third party LEC or CMRS provider and (n) IntraLATA Toll Traffic originated from such third party LEC and terminated to Louisville Lightwave where Ameritech carries such traffic pursuant to the Commission's primary toll carrier ("PTC") plan or other similar plan.

- 4.3 The Parties shall compensate each other for Transit Service as follows:
 - (a) For Local Traffic and IntraLATA Toll Traffic originating from Louisville Lightwave that is delivered over the Transit Service ("Transit Traffic"):
 - (1) Louisville Lightwave shall:
 - (A) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and
 - (B) Reimburse Ameritech for any charges, including switched access charges, that a third party LEC or CMRS provider with whom Ameritech does not have a Transit Service agreement similar to that set forth in this Section 4.0 imposes or levies on Ameritech for delivery or termination of any such Transit Traffic.
 - (2) Ameritech shall remit to Louisville Lightwave any access charges Ameritech receives from such third party LEC or CMRS provider in connection with the delivery of such Transit Traffic.
 - (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Louisville Lightwave from a third party LEC or CMRS provider (i) that is not subject to PTC arrangements (regardless of whether Ameritech is the PTC) and (ii) Ameritech has a transiting arrangement with such third party LEC or CMRS provider which authorizes Ameritech to deliver such traffic to Louisville Lightwave ("Other Party Transit Agreement"), then Ameritech shall deliver such Local Traffic and IntraLATA Toll Traffic to Louisville Lightwave in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Louisville Lightwave) shall be responsible to pay Ameritech the applicable Transit Service charge.

(c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC. Ameritech shall deliver such IntraLATA Toll Traffic to or from Louisville Lightwave in accordance with the terms and conditions of such PTC arrangement.

4.4 While the Parties agree that it is the responsibility of each third party LEC or CMRS provider to enter into arrangements to deliver Local Traffic and IntraLATA Toll Traffic to Louisville Lightwave, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion.

4.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions and, to the extent such CCIS and TCAP messages are delivered by the originating third party LEC or CMRS provider, Ameritech will deliver such information to the terminating third party LEC or CMRS provider. In all cases, Louisville Lightwave is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Ameritech and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

4.6 For purposes of this Section 4.0. Ameritech agrees that it shall make available to Louisville Lightwave, at Louisville Lightwave's sole option, any transiting arrangement Ameritech offers to another LEC at the same rates, terms & conditions provided to such other LEC.

GENERAL PROVISIONS.

5.0 GENERAL RESPONSIBILITIES OF THE PARTIES.

5.1 The Parties shall exchange technical descriptions and forecasts of their traffic requirements in sufficient detail necessary to assure traffic completion to and from all Customers in their respective designated service areas.

5.2 Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 12.5.1, the Parties agree that each forecast provided under this Section 5.2 shall be deemed "Proprietary Information" under Section 12.5.

5.3 In addition to and not in lieu of the non-binding forecasts required by Section 12.5, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services provided under this Agreement may request that the other

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Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms destred by such Forecast Provider and Forecast Recipient. Notwithstanding Section 12.5.1, the Parties agree that each forecast provided under this Section 5.3 shall be deemed "Proprietary Information" under Section 12.5.

5.4 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Ameritech's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 5.1, 5.2, and, if applicable, 5.3. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

5.5

5.5.1 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

5.5.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

5.5.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

5.5.4 Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network

Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; <u>provided</u>, <u>however</u>, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:

(a) Promptly notify the other Party of such temporary discontinuance or refusal;

(b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and

(c) Inform the other Party of its right to bring a complaint to the Commission or FCC.

5.6 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

5.7 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

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

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

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

5.11 Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

5.12 At all times during the term of this Agreement, each Party shall keep and maintain in force at Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

5.13 In addition to the obligations each Party has in Section 9.0, each Party shall provide in its tariffs and contracts with its Customers that relate to any

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Telecommunications Service provided or contemplated under this Agreement that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort, or otherwise that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss and (ii) any Consequential Damages (as defined in Section 10.3 below).

5.14 Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

5.15 Each Party is responsible for requesting Interconnection to the other Party's Common Channel Interoffice Signaling ("CCIS") network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs in each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP, and other points, as necessary and as jointly agreed to by the Parties.

6.0 TERM AND TERMINATION.

6.1 Term. The initial term of this Agreement shall be from the Effective Date until April 30, 1998. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a "Renewal Term") unless a Party delivers to the other Party written notice of termination of this Agreement at least ninety (90) days prior to the expiration of the Initial Term or a Renewal Term.

6.2 Renegotiation of Certain Terms. Notwithstanding the foregoing, upon delivery of written notice at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within ninety (90) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the Commission does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

6.3 Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement ("Defaulting Party"), it shall provide

written notice to such Defaulting Party of such violation prior to commencing the dispute resolution procedures set forth in Section 12.18.

6.4 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

7.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR ANY APPLICABLE TARIFF, IF ANY, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

8.0 NON-SEVERABILITY.

8.1 The terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Sections 11.0 and 12.13.

8.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

9.0 INDEMNIFICATION.

9.1 General Provision. To the extent not prohibited by law, and except as provided in Section 9.2, each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against

- (a) any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with its provision of services under this Agreement;
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indennifying Party's own

communications or the communications of such Indemnifying Party's Customers; or

- (2) Claims for actual or alleged infringement of any Intellectual Property right of a third party to the extent that such Loss arises from an Indemnified Party's or an Indemnified Party's Customer's use of a service provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply in the case of (i) (A) any use by an Indemnified Party of a service (or element thereof) in combination with elements, services or systems supplied by the Indemnified Party or persons other than the Indemnified Party or (B) where an Indemnified Party or its Customer modifies or directs the Indemnifying Party to modify such service and (ii) no infringement would have occurred without such combined use or modification; and
- (c) any and all penalties imposed as a result of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and, at the sole cost and expense of the Indemnifying Party, and amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

9.2 Customer Losses. In the case of any Loss alleged or made by a Customer of either Party, the Party whose Customer alleged or made such Loss shall be the Indemnifying Party under Section 9.1 and the other Party shall be the Indemnified Party.

9.3 Indemnification Procedures. Whenever a claim shall arise for indemnification under this Section 9.0, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give, within ninety (90) days of its receipt of a request to defend same, written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such claim, Indemnifying Party shall defend such claim, subject to any right to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the

Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 12.5.

10.0 LIMITATION OF LIABILITY.

10.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties.

10.2 Limitation of Damages. Except for indemnity obligations under Section 9.0, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort, or otherwise shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

10.3 Consequential Damages. In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 9.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party.

11.0 REGULATORY APPROVAL.

11.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC or other state public service commission. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

11.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days' following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

11.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any final and nonappealable legislative. regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act ("Amendment to the Act"), either Party may, by providing written notice to the other Party require that this Agreement be amended to reflect the pricing, terms and conditions of each such Amendment to the Act, relating to any of the provisions in this Agreement including any or all of the provisions listed in Section 12.13 of this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, such amendment shall be retroactively effective as of the Effective Date and each party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

12.0 MISCELLANEOUS.

12.1 Authorization.

12.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of Ameritech Indiana.

12.1.2 Louisville Lightwave is a Partnership duly organized, validly existing and in good standing under the laws of the State of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

12.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

12.3 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

12.4 Force Majeure. Neither Party shall be liable for any delay or failurc in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

12.5 Confidentiality.

12.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be

deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 12.5.2.

12.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 12.5 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

12.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Indiana without reference to conflict of law provisions. Í

12.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on cither Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.

12.8 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void <u>ab initio</u>. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

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

12.10 Disputed Amounts.

12.10.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount 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. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

12.10.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

12.10.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 12.10.2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission of the FCC may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

12.10.4 The Parties agree that all negotiations pursuant to this Section 12.10 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

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

To Louisville Lightwave:

Louisville Lightwave, L.P. West Mohammed Ali Blvd. Louisville. Kentucky 40202 Attn:

with a copy to:

Hyperion Telecommunications, Inc. DDI Plaza 2 Thomas Street Suite 400 Bridgeville, Pennsylvania 15017-2838 Attn: Robert Wiegand

Ameritech:

Ameritech Information Industry Services North Orleans, Floor 3

11/3/97 4:54 PM

Chicago, Illinois 60654 Attn.: Vice President - Network Providers Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services North Orleans, Floor 5 Chicago, Illinois 60654 Attn.: Director, Contract Management and Administration Facsimile: (312) 245-0254

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

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

12.13 Section 252(i) Obligations. If either Party enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of any compensation arrangement covered in this Agreement within the State of Indiana to another requesting Telecommunications Carrier, including itself or its Affiliate, such Party shall make available to the other Party such compensation arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, upon written notice, a requesting Party may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that relate to the arrangements in the Other Agreement for the interconnection and reciprocal compensation of Local Telecommunications Traffic.

Upon a requesting Party's election to adopt the provisions of the Other Agreement, the Parties shall amend this Agreement to reflect such terms within thirty (30) days after the other Party's receipt of notice specifying such election; <u>provided</u> that such terms and conditions of the Other Agreement that are elected by a requesting Party shall be effective as of the date on which such other Party received written notification of such election. Notwithstanding the foregoing, a requesting Party may not avail itself of any of the arrangements in the Other Agreements if the other Party demonstrates to the Commission that such other Party would incur greater cost to provide such arrangement to the requesting Party than such other Party incurred to provide such arrangement to the Telecommunications Carrier that is party to the Other Agreement.

12.14 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

12.15 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, 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 or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. 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.

12.16 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

12.17 Technology Upgrades. Nothing in this Agreement shall limit Ameritech's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Ameritech shall provide Louisville Lightwave written notice at least ninety (90) days prior to the incorporation of any such upgrades in Ameritech's network which will materially impact Louisville Lightwave's service or within such other time period as determined by the FCC or the Commission and their respective rules and regulations. Louisville Lightwave shall be solely responsible for the cost and effort of accommodating such changes in its own network.

12.18 Dispute Escalation and Resolution. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 12.18. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

12.19 Backbilling. A party shall bill the other party for any charges that should have been billed to the other party as provided in this Agreement, but have not been billed to the other party ("Underbilled Charges"); provided, however, that the billing party shall not bill for Underbilled Charges which were incurred more than one (1) year prior to the date that the Billing Party transmits a bill for any Underbilled Charges.

12.20 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 5.3, 5.13, 6.4, 7.0, 9.0, 10.0, 12.5, 12.7, 12.10, 12.12, 12.16, and 12.18.

12.21 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and reciprocal compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

12.22 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of November 1997.

LOUISVILLE LIGHTWAVE

BY: HYPERIUM TELECOMMUNICAPTIONS OF KENTUCKY, INC. AS GENERAL PARTNER

AMERITECH INFORMATION INDUSTRY SERVICES, A DIVISION OF AMERITECH SERVICES, INC., ON BEHALF OF AMERITECH INDIANA*

By:	lange parts	By:	KNUR
Printed:	RANDOLPH S. FOWLER	Printed:	D KENNETH H. VOLZ
Title:	SENIOR VILE PRESIDENT	Title:	VP-MKTE. NOEN.
Date:	11-7-97	Date:	11-24-97

* This Agreement was entered into pursuant to Louisville Lightwave's exercise of its statutory rights under Section 252(i) of the Telecommunications Act of 1996, and is based upon the Interconnection Agreement between Ameritech and American Communications Services of Louisville, Inc. (ACSI Agreement), effective as of April 30, 1997. Thus, this is not a negotiated agreement under Section 252(a) of the Act, and the filing and performance by Ameritech of this Agreement does not in any way constitute a waiver by Ameritech of its position as to the illegality or unreasonableness of the Agreement or portions thereof, nor does it constitute a waiver by Ameritech of all rights and remedies it may have to seek review in any way of any provisions included in the Agreement as a result of Louisville Lightwave's 252(i) election.

SCHEDULE A

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PRICING SCHEDULE — Indiana

I. Reciprocal Compensation

1. When a call terminates at either Party's End Office:

Termination rate of \$0.003 per minute plus the Transport rate of the applicable (dedicated or shared) interstate access tariff.

2. When a call terminates at either Party's tandem:

Termination rate of \$0.003 per minute plus the Tandem switching rate of per minute of use plus the transport rate of the applicable (dedicated or shared) interstate access tariff.

3. The rates listed above are interim pending the Commission's review and approval of permanent rates for Transport and Termination. At such time as the Commission approves Ameritech's Transport and Termination rates, those rates shall go into effect and shall supersede the rates set forth above.

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II. Transit Traffic

\$0.002 per minute

SCHEDULE B

Local Calls

Calls originating in the following Ameritech exchanges and terminating in the following Louisville Lightwave exchange are locals calls:

Ameritech Exchange (originating)

Louisville Lightwave Exchange (terminating)

Charlestown, Indiana	Louisville, Kentucky	
Galena, Indiana	Louisville, Kentucky	
New Albany, Indiana (central offices 94 and 98)	Louisville, Kentucky	
Sellersburg, Indiana	Louisville, Kentucky	

Calls originating in the following Louisville Lightwave exchanges and terminating in the following Ameritech exchanges are local calls:

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Louisville Lightwave Exchange (originating)

Ameritech Exchange (terminating)

Louisville, Kentucky Louisville, Kentucky Louisville, Kentucky

Louisville, Kentucky

Charlestown, Indiana Galena, Indiana New Albany, Indiana (central offices 94 and 98) Sellersburg, Indiana

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