

NOTE: THIS CONTRACT CONTAINS OPT-IN PROVISIONS

TERMS ADOPTED FROM ANOTHER CARRIER

**THE TERMS IN APPENDIX 45A-45B SHALL TAKE EFFECT 30 DAYS
FOLLOWING RECEIPT OF WRITTEN NOTICE.**

INTERCONNECTION AGREEMENT

BETWEEN

GTE SOUTH INCORPORATED

AND

KENTUCKY CHRISTIAN COLLEGE

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This Interconnection Agreement (the "Agreement"), is made effective as of _____, 199__, by and between GTE South Incorporated, with its address for purposes of this Agreement at 4100 N. Roxboro Road, Durham, NC 27704 ("GTE"), and Kentucky Christian College, in its capacity as a certified provider of local dial-tone service ("KCC"), with its address for this Agreement at 100 Academic Parkway, Grayson, KY 41143-2205 (GTE and KCC being referred collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Kentucky only (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers ("LECs") is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks;

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, GTE and KCC hereby covenant and agree as follows:

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers. This Agreement will be submitted to the Kentucky Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement. KCC agrees to negotiate reciprocal terms and conditions with GTE based on this Agreement.

The services and facilities to be provided to KCC by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. GTE will provide notification to KCC before such a tariff becomes effective, and KCC may provide input on such proposed tariff. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this agreement.

ARTICLE II DEFINITIONS

1. General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
 - 1.1 **"Access Service Request"** (ASR) means an industry standard form used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.
 - 1.2 **"Act"** means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
 - 1.3 **"Affiliate"** of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
 - 1.4 **"AMA"** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
 - 1.5 **"Applicable Law"** shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.
 - 1.6 **"Automatic Location Identification/Data Management System (ALI/DMS)"** means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to ANI from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point ("PSAP") to route the call.
 - 1.7 **"Automatic Number Identification" or "ANI"** refers to the number transmitted through the network identifying the calling party.

- 1.8 **"Bellcore"** means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.9 **"Bill-and-Keep Arrangement"** means a compensation arrangement whereby the Parties do not render bills to each other for the termination of local traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.10 **"Bona Fide Request (BFR)"** process is intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.
- 1.11 **"Business Day"** shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.12 **"Central Office Switch"** means a switch used to provide telecommunications services including (i) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.13 **"Centralized Message Distribution System" (CMDS)** means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
- 1.14 **"CLLI codes"** means Common Language Location Identifier Codes.
- 1.15 **"Commercial Mobile Radio Services" (CMRS)** means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.
- 1.16 **"Commission"** means the Kentucky Public Service Commission.

- 1.17 **"Common Channel Signaling" or "CCS"** means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.18 **"Competitive Local Exchange Carrier" (CLEC)** means any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.19 **"Compliance"** means environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.20 **"Customer"** may mean GTE or KCC depending on the context and which Party is receiving the service from the other Party.
- 1.21 **"Customer Usage Data"** means that the local telecommunications services usage data of a KCC customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded and exchanged by the Parties.
- 1.22 **"DS-1"** is a digital signal rate of 1.544 Mbps.
- 1.23 **"DS-3"** is a digital signal rate of 44.736 Mbps.
- 1.24 **"Electronic File Transfer"** refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.25 **"EMR"** means the Exchange Message Record which is an industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.26 **"E-911 Service"** is a method of routing 911 calls to a Public Service Answering Point that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.
- 1.27 **"Exchange Service"** refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network.

("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.

- 1.28 **"EIS" or "Expanded Interconnection Service"** means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.
- 1.29 **"Facility"** means all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 44.
- 1.30 **"FCC"** means the Federal Communications Commission.
- 1.31 **"Generator"** means under Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations.
- 1.32 **"GTOC"** means GTE Telephone Operating Company.
- 1.33 **"Guide"** means the GTE Open Market Transition Order/Processing Guide/ALEC Customer Guide, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the "Guide" which may be amended from time to time by GTE as needed.
- 1.34 **"Hazardous Chemical"** means as defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.
- 1.35 **"Hazardous Waste"** means as described in Resource Conservation and Recovery Act (RCRA), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.
- 1.36 **"Imminent Danger"** means as described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

- 1.37 **"Incumbent Local Exchange Carrier" (ILEC)** means any local exchange carrier that was a member of the Exchange Carrier Association as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
- 1.38 **"Interim Number Portability (INP)"** means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.
- 1.39 **"Interconnection Point" ("IP")** means the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.40 **"ISDN User Part (ISUP)"** means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.41 **"IXC" or "Interexchange Carrier"** means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.42 **"Internetwork Facilities" or "Interconnection Facility"** means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.
- 1.43 **"LATA"** means Local Access and Transport Area. A LATA denotes a geographic area for the provision and administration of communications service; *i.e.*, intraLATA or interLATA.
- 1.44 **"Line Information Data Base (LIDB)"** means one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.*, Billed Number Screening.
- 1.45 **"Line Side"** refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.
- 1.46 **"Local Exchange Carrier" or "LEC"** means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

- 1.47 **"Local Exchange Routing Guide" or "LERG"** means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.48 **"Local Number Portability (LNP)"** means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.49 **"Local Traffic"** means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS." Local Traffic excludes Information Service Providers ("ISP") traffic (e.g., Internet, paging, 900-976, etc.).
- 1.50 **"MDF" or "Main Distribution Frame"** means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.51 **"Meet-Point Billing" or "MPB"** refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.52 **"MECAB"** refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.53 **"MECOD"** refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.

- 1.54 **"Mid-Span Fiber Meet"** means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.55 **"NANP"** means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 1.56 **"Numbering Plan Area" or "NPA"** is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" 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" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.57 **"NXX", "NXX Code", "Central Office Code" or "CO Code"** is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.58 **"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.59 **"Owner and Operator"** means as used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility.
- 1.60 **"POI"** means Point of Interconnection designated for routing of local interconnection trunks.
- 1.61 **"Provider"** may mean GTE or KCC depending on the context and which Party is providing the service to the other Party.
- 1.62 **"Public Safety Answering Point" or "PSAP"** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies ("ERAs") such as police, fire or

emergency medical agencies or by employees of a common bureau serving a group of such entities.

- 1.63 **"Rate Center"** means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.64 **"Routing Point"** denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.65 **"Service Control Point" or "SCP"** is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.66 **"Service Switching Point" or "SSP"** means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.67 **"Signaling Point" or "SP"** means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.68 **"Signaling System 7" or "SS7"** means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.69 **"Signal Transfer Point" or "STP"** means a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.
- 1.70 **"Subsidiary"** of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.71 **"Synchronous Optical Network" or "SONET"** means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.

- 1.72 **"Switched Access Service"** means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.
- 1.73 **"Telecommunications Services"** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.74 **"Third Party Contamination"** means environmental pollution that is not generated by the LEC or KCC but results from off-site activities impacting a facility.
- 1.75 **"Trunk Side"** refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.76 **"Undefined Terms"** means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.77 **"Vertical Features" (including "CLASS Features")** means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.
- 1.78 **"Wire Center"** means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term.
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption (a) under a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(i) of the Act.
 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.
 - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof.

The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

- 2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that 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, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. Responsibility for Payment. All charges for Services provided under this Agreement will be billed to KCC, including all applicable taxes and surcharges. KCC is responsible for payment of charges billed regardless of any billing arrangements or situation between KCC and its end user customer.
7. Billing and Payment. Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, KCC and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement.
 - 7.1 Dispute. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

- 7.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 7.3 Due Date. Payment is due 30 calendar days from the bill date.
- 7.4 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.
8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
9. Capacity Planning and Forecasting. Within thirty (30) days from the Effective Date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Interconnection Services, Collocation, Poles, Conduits and Rights of Way (ROW). Such responsibilities shall include but are not limited to the following:
- (a) The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
 - (b) KCC will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
 - (c) The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
 - (d) KCC shall notify GTE promptly of changes to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

10. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
11. Confidential Information.
 - 11.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for Services or network elements placed by KCC pursuant to this Agreement, and information that would constitute customer proprietary network information of KCC end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to KCC end users, whether disclosed by KCC to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, and where GTE is the NANP Number Plan Administrator, KCC information submitted to GTE in connection with such responsibilities shall be deemed Confidential Information of KCC for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

- 11.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
 - (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
 - (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
 - (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
 - (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

- (e) To return promptly any copies of such Confidential Information to the source at its request; and
 - (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- 11.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a Third Party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.
- 11.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
12. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
13. Cooperation on Fraud Minimization. KCC assumes responsibility for all fraud associated with its end user customers and accounts. GTE shall have no responsibility for, nor is it required to investigate or make adjustments to KCC's account in cases of fraud. The Parties agree that they shall cooperate with one another to resolve cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
14. Dispute Resolution.
- 14.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for 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 agree to use the following alternative dispute resolution procedures as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 14.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 14.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 14.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 14.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

- 14.5 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 14.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.
15. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
16. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
17. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
18. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
20. Standard Practices. The Parties acknowledge that GTE shall be adopting some industry standard approaches and/or establishing its own standard approaches to various requirements hereunder applicable to CLEC industry which may be added in the Guide. KCC agrees that GTE may implement such approaches to satisfy any GTE obligations under this Agreement. A copy has been provided to KCC and is incorporated by reference into this Agreement.
21. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
22. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
23. Law Enforcement Interface.
 - 23.1 GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a KCC Customer and shall refer them to KCC.
24. Liability and Indemnity.
 - 24.1 Indemnification. Subject to the limitations set forth in Section 24.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party

promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 24.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, Unbundled Network Elements or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from Services, Unbundled Network Elements or Facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any Third Party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.
- 24.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM CONTRACT, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 24.4 Limitation of Liability. Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges for the facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached

thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

- 24.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any Third Party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Third Party.
25. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
26. No Offer. This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 252 of the Act.
27. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
28. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE: GTE South Incorporated
Attention: State Director-External Affairs
318 E. Main Street
Lexington, KY 40507
Facsimile number: 606/253-4184

Copy to: GTE Carrier Markets
201 N. Franklin Street
Tampa, FL 33602

If to KCC: Kentucky Christian College
Attention: Jeffrey D. Wente,
Director of Campus Development
100 Academic Parkway
Grayson, KY 41143-2205

29. Protection.

29.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

29.2 Resolution. If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

30. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, Unbundled Network Elements or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and KCC.

31. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
32. Changes in Legal Requirements. GTE and KCC further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.
33. Effective Date. If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be ten (10) Business Days after such approval or in the event this Agreement is developed in whole or in part through arbitration, sixty (60) Business Days after such approval. Such date (i.e., ten (10) or, if arbitrated, sixty (60) Business Days after the approval) shall become the "effective date" of this Agreement for all purposes.
34. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all their own FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
35. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
36. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
37. Service Standards.
 - 37.1 The Parties shall meet applicable quality of local service standards imposed by the Commission and will provide a level of services to each other under this Agreement in compliance with the nondiscrimination requirements of the Act.
 - 37.2 The Parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance.
38. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of

action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

39. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
40. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
41. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.
- 41.1 Tax - A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes.

Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

- 41.2 Fees/Regulatory Surcharges - A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, Lifeline, hearing impaired, and Commission surcharges.

42. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

43. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

44. Environmental Responsibility.

- 44.1 GTE and KCC agree to comply with applicable federal, state and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (EPA) regulations issued under the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Superfund Amendments and Reauthorization Act and the Toxic Substances Control Act and OSHA regulations issued under the Occupational Safety and Health Act of 1970. Each Party has the responsibility to notify the other if Compliance inspections occur and/or citations are issued that impact any aspect of this Agreement such as occurring on a LEC Facility or involving KCC potential employee exposure.

- 44.2 GTE and KCC shall provide notice of known and recognized physical hazards or hazardous chemicals that must include providing Material Safety Data Sheets (MSDSs) for materials existing on site or brought on site to the Facility. Each Party is required to provide specific notice for potential imminent danger conditions which could include, but is not limited to, a defective utility pole or significant petroleum contamination in a manhole.

- 44.3 GTE will make available additional environmental control or safety procedures for KCC to review and follow when working at a GTE Facility. Providing these procedures, beyond government regulatory Compliance requirements, is the decision of GTE. These practices/procedures will represent the regular work practices required to be

followed by the employees and contractors of GTE for safety and environmental protection.

- 44.4 Any materials brought, used or remaining at the Facility by KCC are owned by KCC. KCC will indemnify GTE for these materials. No substantial new safety or environmental hazards can be created or new hazardous materials can be used at a GTE Facility. KCC must demonstrate adequate emergency response capabilities for its materials used or remaining at the GTE Facility.
- 44.5 When Third Party contamination is discovered at a GTE Facility, the Party uncovering the condition must notify the proper safety or environmental authority, if required under applicable laws or regulations. KCC must also notify GTE of Third Party contamination it discovers at GTE facilities. The cost causer (requiring access) will become the generator, as owner or operator, of any waste materials such as petroleum contaminated water, sewage or manhole sediment. Notwithstanding Sections 24 and 44.9 hereunder, the cost causer (requiring access) shall indemnify the other Party hereunder.
- 44.6 KCC should obtain and use its own environmental permits, if necessary. If GTE's permit or EPA identification number must be used, KCC must comply with all of GTE's environmental processes including environmental "best management practices (BMP)" and/or selection of disposition vendors and disposal sites.
- 44.7 KCC visitors must comply with GTE security, fire safety, safety, environmental and building practices/codes including equivalent employee training when working in GTE facilities.
- 44.8 GTE and KCC shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, GTE and KCC must develop a cost sharing procedure.
- 44.9 Notwithstanding Section 23, with respect to environmental responsibility under this Section 44, GTE and KCC shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, Third Party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage, and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses proximately caused by the indemnifying Party's negligent or willful misconduct regardless of form, or in connection with the violation or alleged violation of any applicable requirement with respect to the presence or alleged presence of contamination arising out of the indemnifying party's acts or omissions concerning its operations at the Facility.
- 44.10 Activities impacting safety or the environment of a Right of Way must be harmonized with the specific agreement and the relationship between GTE and the private land

owner. This could include limitations on equipment access due to environmental conditions (e.g., wetland area with equipment restrictions).

45. Amendment of Certain Rates, Terms and Conditions. The Parties agree as follows with respect to modification of the rates, terms and conditions initially provided for herein:

The rates, terms and conditions that are specified in Appendix 45A (the "GTE Terms") may be replaced by the rates, terms and conditions from the GTE/AT&T Interconnection, Resale and Unbundling Agreement (the AT&T Agreement), respectively, that are specified in Appendix 45B (the "AT&T Terms") if and when the AT&T Agreement becomes effective after approval by order of the Commission in Case No. 96-478. The rates, terms and conditions that are specified in Appendix 45B (the "AT&T Terms") shall not take effect for purposes of this Agreement until thirty (30) days following GTE's receipt of written notice of KCC's election to replace the specified "GTE Terms" with the specified "AT&T Terms", which notice may be given no earlier than the date the AT&T Agreement is approved by the Commission and effective. GTE and KCC agree that if the "AT&T Terms" are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the "AT&T Terms" or, as appropriate, the substitution of "GTE Terms" for all stayed or enjoined "AT&T Terms", and such amendment shall be effective retroactive to the Effective Date of the "AT&T Terms."

GTE and KCC further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part ("action"). To the extent warranted by any such action, the parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 45. The parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement consistent with such action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the AT&T Terms are affected by such action and GTE determines they cannot be consistently applied therewith, the GTE Terms shall apply. KCC acknowledges that GTE may seek to enforce such action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates, terms and conditions (including rates which may be applicable under true-up) specified in both the "GTE Terms" and the "AT&T Terms" are further subject to amendment, retroactive to the Effective Date of the Agreement, to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g.,

historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state or federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section 45, KCC agrees that this entire Agreement is void and will not become effective, and KCC agrees to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court).

ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.
- 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to KCC or by KCC to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and KCC. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."
2. Billing and Rates.
- 2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement and/or appropriate tariffs.
- 2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. KCC is required to order trunks pursuant to Section 4.3.3 of this Article. Charges for traffic that has been routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) may be adjusted to reflect the appropriate compensation arrangement and may be handled as a post-billing adjustment to bills rendered. Additional matters relating to billing are included in Appendix B attached to this Agreement and made a part hereof.
3. Transport and Termination of Traffic.
- 3.1 Traffic to be Exchanged. The Parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS and jointly provided Interexchange Carrier Traffic originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with Third-Party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein. Only traffic originated by or terminating to the Parties' end user customers is to be exchanged. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic.

- 3.2.1 Mutual Compensation. Charges for the transport and termination of intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.
- 3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic is roughly balanced between the Parties for the term of this contract. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Nothing in this Section 3.2.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.2.2, except as set forth in Section 3.1 above.
- 3.2.3 Sharing of Access Charges on Calls to Ported Numbers. Until permanent number portability is implemented, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other party. After permanent number portability is implemented, the Parties agree to renegotiate sharing of access charges to ported numbers in accordance with permanent number portability requirements. In lieu of actual measurements of minutes and/exchange of billing records for this traffic the Parties agree that the Party providing the ported number will pay the other Party the rate per line/per month as specified in Appendix A.
- (a) The number of lines/talk paths per ported number that are subject to compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per number available for compensation can only be increased by mutual consent of the parties.
 - (b) The Parties agree that the compensation rate in paragraph 3.2.3 may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rate if a significant event occurs. At a minimum, the parties agree to reevaluate the rate on an annual basis.

- (c) The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. Therefore, the Parties agree to renegotiate the terminating shared access compensation rate if reciprocal compensation for local calls is implemented.

3.3 Tandem Switching Traffic. The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as well as for traffic between either Party's end users and any Third Party which is interconnected to the other Party's access tandems as follows:

3.3.1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to Third Party (e.g., other CLEC, ILEC, or wireless service provider).

3.3.2 The originating Party also assumes responsibility for compensation to the company which terminates the call.

3.4 Inter-Tandem Switching. The Parties will only use inter-tandem switching for the transport and termination of local/EAS or intraLATA toll traffic originating on each other's network at and after such time as either (i) KCC has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof or (ii) generally accepted industry signaling standards and AMA record standards support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture. KCC may interconnect with GTE at any of the minimum technically feasible points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request to directly interconnect their respective networks, interconnection will be as specified in the following subsections. The "IPs" shall be set forth in Appendix A attached to this Agreement and made a part hereof. Based on the configuration, the installation timeline will vary considerably, however, GTE will work with KCC in all circumstances to install "IPs" within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Telecommunications Act of 1996.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to

support the type of interconnection requested and (ii) available at the facility at which interconnection is requested. For each "IP" set forth in Appendix A, the Parties shall specify the type of interconnection used at that "IP."

- (a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility "IP" at a designated manhole or junction location. The "IP" is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
- (b) A Virtual or Physical EIS arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.
- (c) A Special Access arrangement and/or Switched Transport terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and Physical EIS arrangements are governed by appropriate GTE tariffs, except as provided in Article VI, Section 1.3.

4.1.3 The Parties will mutually designate at least one POI on GTE's network within each GTE local calling area for the routing of Local Traffic. Recording and billing of traffic routed over these facilities shall be as provided in Section 3.4 of this Article.

4.2 Compensation. The Parties agree to the following compensation for internetwork facilities, depending on facility type.

4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. KCC will charge flat rated transport to GTE for KCC facilities used by GTE at their tariffed rates or as mutually agreed, not to exceed GTE rates. KCC will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the KCC switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.

4.2.2 Collocation: GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff. KCC will charge GTE flat rated transport at their tariffed rates or

as mutually agreed, not to exceed GTE rates, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. KCC will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the KCC switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

- 4.2.3 Special Access and/or Switched Access: GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

- 4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of local traffic or either Party may elect to provision its own one-way trunks for delivery of local traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.
- 4.3.2 KCC shall make available to GTE trunks over which GTE shall terminate to end users of KCC-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
- 4.3.3 KCC and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. KCC and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from KCC to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent KCC desires to have any Interexchange Carriers (IC) originate or terminate traffic to KCC, KCC will arrange for such IC to issue an ASR to GTE instructing GTE to route such traffic over the appropriate IC trunk group. Until GTE receives and processes such ASR, the traffic will not be routed.

- 4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

- 4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.
- 4.3.3.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.
- 4.3.4 KCC and GTE will reciprocally provide Percent Local Usage (PLU) factors to each other on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks.
- 4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
- 4.3.6 KCC and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.7 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.
- 4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 4.3.9 The Parties will support intercompany 64kbps clear channel where available.
- 4.4 Network Redesigns Initiated by GTE. GTE will not charge KCC when GTE initiates its own network redesigns/reconfigurations.
- 4.5 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.
 - 4.5.1 GTE Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made except as provided for in Section 3.3 herein.

- 4.5.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office to which the connection is made.
5. Indirect Network Interconnection. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem until such time as compensation arrangements have been established in accordance with Sections 3.1 and 3.4 herein.
6. Number Resources.
- 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact KCC's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by KCC shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to KCC. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. KCC shall not request number resources to be assigned to any GTE switching entity.
- 6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.
- 6.2 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, KCC shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the incumbent LEC and shall assign whole NPA-NXX codes to each Rate Center.
- 6.3 Routing Points. KCC will also designate a Routing Point for each assigned NXX code. KCC may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively KCC may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by KCC within an existing GTE exchange area and LATA.
- 6.4 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral

manner, and process requests for NXX codes in a timely manner and in accord with industry standards.

- 6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
7. Interim Number Portability (INP). Each Party shall provide the other Party with INP for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. GTE shall provide its INP to KCC using remote call forwarding ("RCF"). The GTE rates for INP service using RCF are set out in Appendix A attached to this Agreement and made a part hereof. If KCC wishes to use Direct Inward Dialing ("DID") to provide INP to its end users, KCC may purchase DID service from GTE at the rate specified in the appropriate GTE tariff. KCC shall provide INP to GTE at the rates specified for KCC in Appendix A.
8. Meet-Point Billing.
- 8.1 Meet-Point Arrangements.
 - 8.1.1 The Parties may mutually establish Meet-Point Billing ("MPB") arrangements in order to provide Switched Access Services to Access Service customers via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 3.2.3 for Interim Portability.
 - 8.1.2 Except in instances of capacity limitations, GTE shall permit and enable KCC to sub-tend the GTE access tandem(s) nearest to the KCC Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, KCC shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
 - 8.1.3 Interconnection for the MPB arrangement shall occur at the "IP".
 - 8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.
 - 8.1.5 KCC and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA")

Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

8.1.6 As detailed in the MECAB document, KCC and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by KCC and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

8.1.7 KCC and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Compensation.

8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by KCC and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service they provided at their appropriate tariff, or price list.

8.2.2 Subsequently, KCC and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by KCC and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should KCC prefer to change among these billing methods, KCC shall notify GTE of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented, such changes then may be made in accordance with MECAB guidelines and if GTE mutually agrees, the change will be made.

9. Common Channel Signaling.

9.1 Service Description. The Parties will provide Common Channel Signaling ("CCS") to one another via Signaling System 7 ("SS7") network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section 9 of this Article. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

- 9.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).
- 9.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 9.4 Connection Through STP. KCC must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall, consistent with this section, take place only through appropriate STP pairs.
- 9.5 Third Party Signaling Providers. KCC may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the Third Party to act on behalf of KCC in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.
- 9.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.
10. Service Quality and Performance. Each Party shall provide Services under this Article to the other Party that are equal in quality to that the Party provides to itself, its Affiliates or any other entity. "Equal in quality" shall mean that the Service will meet the same technical criteria and performance standards that the providing Party uses within its own network for the same Service at the same location under the same terms and conditions.
11. Network Outages. GTE shall work with KCC to establish reciprocal responsibilities for managing network outages and reporting. Each party shall be responsible for network outage as a result of termination of its equipment in GTE wire center or access tandem. KCC shall be responsible for notifying GTE of significant outages which could impact or degrade GTE switches and services.

ARTICLE V
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Transfer of Service Announcements. For services other than GTE resold and ported number services, when an end user customer transfers service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer and will remain in effect for the same time period this service is provided to GTE's own end users. For GTE resold and ported number services, GTE shall provide an intercept referral on behalf of KCC.
2. Misdirected Calls. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.).
 - 2.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner, at no charge.
 - 2.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end user the correct contact number.
 - 2.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.
3. 911/E911 Arrangements.
 - 3.1 Description of Service. KCC will install a minimum of two (2) dedicated trunks to GTE's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which KCC provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multifrequency ("MF") tones that will deliver ANI with the voice portion of the call. GTE will provide KCC with the appropriate CLLI codes and specifications of the tandem office serving area or the location of the primary PSAP when there is no 911 routing in that 911 district. If a KCC central office serves end users in an area served by more than one (1) GTE 911/E911 selective router, KCC will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E911 selective routers or primary PSAP.

- 3.2 Transport. If KCC desires to obtain transport from GTE to the GTE 911 selective routers, KCC may purchase such transport from GTE at the rates set forth in Appendix B.
- 3.3 Cooperation and Level of Performance. The Parties agree to provide access to 911 /E911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of KCC's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users. To this end, GTE will provide documentation to KCC showing the correlation of its rate centers to its E911 tandems at rates set forth in Appendix B.
- 3.4 Basic 911 and E911 General Requirements:
- 3.4.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
- 3.4.2 Where GTE has a 911 selective router installed in the network serving the 911 district, GTE shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the Public Safety Answering Point (PSAP) responsible for the caller's location.
- 3.4.3 All requirements for E911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.
- 3.4.4 Basic 911 and E911 functions provided to KCC shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.
- 3.4.5 Basic 911 and E911 access from Local Switching shall be provided to KCC in accordance with the following:
- 3.4.5.1 GTE and KCC shall conform to all state regulations concerning emergency services.
- 3.4.5.2 For E911, both KCC and GTE shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 3.4.5.5.
- 3.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE Operator Services or, at KCC's discretion, directly to KCC Operator Services.

- 3.4.5.4 Basic 911 and E911 access from the KCC local switch shall be provided from GTE to KCC in accordance with the following:
- 3.4.5.4.1 If required by KCC and technically feasible, GTE shall interconnect direct trunks from the KCC network to the E911 PSAP, or to the E911 selective routers as designated by KCC. Such trunks may alternatively be provided by KCC.
 - 3.4.5.4.2 In government jurisdictions where GTE has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), KCC shall participate in the provision of the 911 System as follows:
 - 3.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.
 - 3.4.5.4.2.2 KCC and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. KCC and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 3.4.5.5 of this Article.
 - 3.4.5.4.2.3 KCC shall have the right to verify the accuracy of information regarding KCC customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.
 - 3.4.5.4.3 If a Third Party is the primary service provider to a 911 district, KCC shall negotiate separately with such Third Party with regard to the provision of 911 service to the agency. All relations between such Third Party and KCC are totally separate from this Agreement and GTE makes no representations on behalf of the Third Party.
 - 3.4.5.4.4 If KCC or Affiliate is the primary service provider to a 911 district, KCC and GTE shall negotiate the specific

provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

- 3.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix B.
- 3.4.5.4.6 GTE shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 3.4.5.4.7 In a resale situation, where it may be appropriate for GTE to update the ALI database, GTE shall update such database with KCC data in an interval no less than is experienced by GTE subscribers, or than for other carriers, whichever is faster, at no additional cost.
- 3.4.5.5 The following are Basic 911 and E911 Database Requirements:
 - 3.4.5.5.1 The ALI database shall be managed by GTE, but is the property of GTE and any participating LEC or KCC which provides their records to GTE.
 - 3.4.5.5.2 Copies of the MSAG shall be provided within five (5) business days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix B.
 - 3.4.5.5.3 KCC shall be solely responsible for providing KCC database records to GTE for inclusion in GTE's ALI database on a timely basis.
 - 3.4.5.5.4 GTE and KCC shall arrange for the automated input and periodic updating of the E911 database information related to KCC end users. GTE shall work cooperatively with KCC to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format.
 - 3.4.5.5.5 KCC shall assign an E911 database coordinator charged with the responsibility of forwarding KCC end user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer.

KCC assumes all responsibility for the accuracy of the data that KCC provides to GTE.

- 3.4.5.5.6 GTE shall update the database within one (1) business day of receiving the data from KCC. If GTE detects an error in the KCC provided data, the data shall be returned to KCC within one day from when it was provided to GTE. KCC shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 3.4.5.5.7 GTE agrees to treat all data on KCC subscribers provided under this Agreement as strictly confidential and to use data on KCC subscribers only for the purpose of providing E911 services.
- 3.4.5.5.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from KCC. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for KCC is "KCC"; the NENA Carrier Code for GTE is "GTE."
- 3.4.5.6 GTE and KCC will comply with the following requirements for network performance, maintenance and trouble notification.
 - 3.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by GTE for trunks between the selective router and all associated PSAPs.
 - 3.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.
 - 3.4.5.6.3 GTE shall notify KCC forty-eight (48) hours in advance of any scheduled testing or maintenance affecting KCC 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting KCC 911 service.

3.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDDs").

3.4.5.7 Basic 911 and E911 Additional Requirements

3.4.5.7.1 All KCC lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Where GTE is the lead telco and provides the ALI, the ALI record will contain both the KCC number and GTE ported number. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. GTE shall cooperate with KCC to ensure that 911 service is fully available to all KCC end users whose telephone numbers have been ported from GTE, consistent with State provisions.

3.4.5.7.2 KCC and GTE shall be responsible for reporting all errors, defects and malfunctions to one another. GTE and KCC shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

3.4.5.7.3 KCC may enter into subcontracts with third parties, including KCC Affiliates, for the performance of any of KCC's duties and obligations stated herein.

3.4.5.7.4 Where GTE is the lead telco, GTE shall provide KCC with notification of any pending selective router moves within at least ninety (90) days in advance..

3.4.5.7.5 Where GTE is the lead telco, GTE shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

3.4.5.7.6 Where GTE is the lead telco, GTE shall provide the ability for KCC to update 911 database with end user information for lines that have been ported via INP or LNP.

3.4.6 Basic 911 and E911 Information Exchanges and interfaces. Where GTE is the lead telco:

3.4.6.1 GTE shall provide KCC access to the ALI Gateway which interfaces to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS

database to KCC within one (1) day after KCC inputs information into the ALI/DMS database. Alternately, KCC may utilize GTE or a Third Party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix B.

- 3.4.6.2 GTE and KCC shall arrange for the automated input and periodic updating of the E911 database information related to KCC end users. GTE shall work cooperatively with KCC to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format.
- 3.4.6.3 Updates to MSAG. Upon receipt of an error recording a KCC subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of KCC to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG") via information provided on KCC's Local Service Request ("LSR") or via a separate feed established by KCC pursuant to Section 3.4.5.7 of this Article.
- 3.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E911 Switch or Tandem and the ALI/DMS database for the KCC subscriber shall meet industry standards.
- 3.5 Compensation. In situations in which GTE is responsible for maintenance of the 911 /E911 database and can be compensated for maintaining KCC's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from KCC only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge KCC a portion of the cost of the shared 911 /E911 selective router as set forth in Appendix B.
- 4. Directory Assistance Listings Information. GTE will include listings in its directory assistance database for KCC end users in the same geographic area as GTE provides directory assistance for GTE end users.
 - 4.1 GTE shall provide to KCC, at KCC's request, for purposes of KCC providing KCC-branded directory assistance services to its local customers, within sixty (60) Business Days after an order for such tape is received, all published DA listings for that specific state via magnetic tape. Such listings will be Confidential Information under this Agreement and KCC will use the listings only for its directory assistance services to its end users. If KCC uses a Third Party directory assistance service to its end users, KCC will ensure that such Third Party likewise treats the listings as

Confidential Information under this Agreement, and uses them only for such directory assistance. Changes to the DA Listing Information shall be updated on a daily basis through the same means used to transmit the initial list. DA Listing Information provided shall indicate whether the customer is a residence or business customer. The rate to be paid by KCC to GTE will be reasonable and mutually agreed.

- 4.2 The Parties will not release DA Listing Information that includes the other Party's end user information to Third Parties without the other Party's written approval. The other Party will inform the Releasing Party if it desires to have the Releasing Party provide the other Party's DA Listing Information to the Third Party, in which case, the Releasing Party shall provide the other Party's DA Listing Information at the same time as the Releasing Party provides the Releasing Party's DA Listing Information to the Third Party. The rate to be paid by the Releasing Party to the other Party shall be no more than the direct costs of compiling such information. The other Party shall be responsible for billing the Third Party.
- 4.3 The Parties will work together to identify and develop procedures for database error corrections.
5. Directory Listings and Directory Distribution. KCC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with GTE's directory publication company.

Listings. KCC agrees to supply GTE on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for KCC's subscribers who wish to be listed in any GTE published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with GTE's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as GTE's listings.

Distribution. Upon directory publication, GTE will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge.

KCC will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

6. Busy Line Verification and Busy Line Verification Interrupt. Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the

operator assistance bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in their respective tariffs.

7. SAG. GTE will provide to KCC upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all LSOs, and lists services and features that are available in a specific LSO.
8. Dialing Format Changes. GTE will provide reasonable notification to KCC of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.

ARTICLE VI COLLOCATION

1. Physical Collocation. GTE shall provide to KCC physical collocation of equipment pursuant to 47 CFR § 51.323 necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will work with KCC to install collocation arrangements within 120 calendar days absent extenuating circumstances, GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable federal and state EIS tariffs.
- 1.1 Space Planning. In addition to such provisions for space planning and reservation as may be set forth in the applicable GTE federal and state EIS tariffs, the parties agree to the following terms and conditions.
 - 1.1.1 GTE has the right to reserve space within its central offices for its own use based on a 5-year planning horizon.
 - 1.1.2 GTE will notify KCC if it plans to build an addition to a central office where KCC has collocated facilities, if such addition would result in a material increase of space available for collocation.
 - 1.1.3 Should KCC submit to GTE a two-year forecast for space planning for collocated facilities in a central office, GTE will, in good faith, consider and discuss such forecast with KCC when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by GTE in its sole discretion in light of GTE requirements.
 - 1.1.4 Subject to technical feasibility and space limitations, GTE will make available at applicable federal and state EIS tariffs such intraoffice facilities as may be necessary to accommodate projected volumes of KCC traffic.
- 1.2 Connection to Customer Loops and Ports. Facilities for cross-connection to unbundled loops and ports shall be provided under the applicable GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such cross-connection is filed.
- 1.3 Connection to Other Collocated Carriers. Subject to technical feasibility and space limitations, KCC may interconnect with other carriers collocated at a GTE central

office at which KCC has collocated facilities; provided, however, that KCC and such other carriers must be collocated at the GTE central office for the primary purpose of interconnecting with GTE or accessing GTE's unbundled network elements. If KCC wants to interconnect with other carriers collocated at a GTE central office, KCC must provide GTE with thirty Business Days' prior written notice, during which time GTE may elect to provide the facilities necessary to accomplish such interconnection. KCC and the other collocated carriers may provide the necessary interconnection facilities only if GTE elects not to provide such facilities or fails to so elect within the thirty day notice period. If GTE elects to provide interconnection facilities under this section, GTE will provide this cross connection under the GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

- 1.4 Choice of Vendor. KCC may use the vendor of its choice to install, maintain and repair equipment within KCC's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of KCC imposed under the applicable GTE federal and state EIS tariffs, including but not limited to certification and approval by GTE.
- 1.5 Monitoring. Subject to technical feasibility and space limitations, KCC may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. KCC may request that GTE provide the facilities necessary for such remote monitoring, at which time GTE and KCC will negotiate in good faith the price, terms and conditions of remote monitoring by GTE.
- 1.6 Phone Service. Upon ordering collocated space, KCC may order that its collocation cage be provided with plain old telephone service (POTS) commencing at such time as GTE has completed construction of the collocated space. KCC shall pay separately for any ordered POTS service.
- 1.7 Intraoffice Diversity. At KCC's request, GTE will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.
- 1.8 KCC Proprietary Information. GTE will protect all KCC proprietary information to the extent required under non-disclosure agreements existing as of the date GTE completes construction of a physical collocation space at KCC's request.
- 1.9 Notification of Modifications. GTE will notify KCC of modifications to collocation space in accord with the terms of applicable GTE state and federal EIS tariffs. Additionally, GTE shall notify KCC when major upgrades are made to the power plants supporting KCC's collocation space. The following shall constitute such major upgrades:
 - (a) replacement of a rectifier;

- (b) addition or replacement of a new fusing module;
- (c) addition or replacement of a power distribution unit frame; or
- (d) addition or replacement of modular rectifiers.

1.10 Drawings. When KCC orders collocated space, GTE and KCC will hold a GTE/Customer meeting in accord with applicable GTE state and federal EIS tariffs. At such meeting, GTE will provide such drawings of GTE's central office facility as may be necessary to adequately depict KCC's proposed collocation space.

1.11 Construction of Space. GTE will construct KCC's collocation space in accord with the terms and conditions set forth in the applicable GTE state and federal EIS tariff. Additionally, GTE agrees to the following terms and conditions regarding construction of collocated space:

1.11.1 Space will be constructed in 100 square foot increments, and shall be designed so as to prevent unauthorized access.

1.11.2 A standard 100 square foot cage shall have the following standard features:

- (a) eight-foot high, nine gauge chain link panels;
- (b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;
- (c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;
- (d) the cage shall be provided with one padlock set, with GTE retaining one master key;
- (e) one ac electrical outlet;
- (f) one charger circuit system;
- (g) one electrical sub-panel;
- (h) such additional lighting as may be necessary;
- (i) one fire detection requirement evaluation;
- (j) grounding for the cage consistent with COEI.

- 1.11.3 Modifications to the standard configuration set forth in Section 1.11.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, GTE will work with KCC to implement such additional modifications as may be necessary to ensure that KCC's collocated space is protected from unauthorized access.
- 1.11.4 At such time as construction of KCC's collocation space is approximately 50 percent completed, GTE will give KCC notification, and such notification shall include scheduled completion and turnover dates.
- 1.11.5 Upon completion of construction of collocated space, GTE will conduct a walk through of the collocated space with KCC. Should KCC note any deviations from the plan agreed upon by GTE and KCC at the customer meeting, and if such deviations were not requested by KCC or not required by law, GTE shall correct such deviations at its own expense within 5 Business Days.
- 1.12 Connection Equipment. KCC may provision equipment for the connection of KCC termination equipment to GTE equipment using either of the following methods:
- 1.12.1 KCC may extend an electrical or optical cable from the terminal within KCC's collocation cage and terminate that cable at GTE's network.
- 1.12.2 KCC may install a patch panel within its collocation cage and then hand the cabling to GTE to extend to and have GTE terminate that cable at GTE's network.
- 1.13 Access to KCC Collocation Space. The terms and conditions of access to KCC's collocation space shall be as set forth in applicable GTE state and federal EIS tariffs. Additionally, GTE agrees that the following terms and conditions shall apply to access:
- 1.13.1 GTE shall implement adequate measures to control access to collocation cages.
- 1.13.2 Collocation space shall comply with all applicable fire and safety codes.
- 1.13.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring KCC collocation space provided by GTE shall also be connected to a manned site. KCC may, at its option, provide its own intrusion alarms for its collocated space.
- 1.13.4 GTE shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.
- 1.13.5 GTE shall establish procedures for access to collocation cages by GTE and non-GTE emergency personnel, and shall not allow access by security guards unless

such access comports with this section and is otherwise allowed under applicable GTE state and federal EIS tariffs.

1.13.6 GTE shall retain a master key to KCC's collocation space for use only in event of emergency as detailed in applicable GTE state and federal tariffs. At KCC's option, the Parties shall review key control procedures no more frequently than once in any twelve month period. At any time, KCC may elect to change keys if it suspects key control has been lost, provided, however, that GTE will be provided with a master key in accord with this section.

1.13.7 Not more frequently than once a year, KCC may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as set forth in applicable GTE state and federal EIS tariffs. Should KCC identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.

2. Virtual Collocation. Subject to Section 1 of this Article, GTE will provide virtual collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state EIS tariffs. In addition, GTE agrees that the terms and conditions set forth in this Section 2 shall apply to virtual collocation provided to KCC.
 - 2.1 Existing Virtual Collocation. If, on the effective date of this Agreement, KCC is virtually collocated in a GTE premise, KCC may (i) elect to retain its virtual collocation arrangement in that premise or (ii) unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation arrangement at that premise to physical collocation. If KCC elects the latter option, KCC's request shall be treated as a new physical collocation request and KCC shall pay GTE at the applicable tariff rates for construction and rearrangement of KCC's equipment as well as all applicable tariffed physical collocation recurring charges.
 - 2.2 Conversion from Physical to Virtual. Unless it is not practical for technical reasons or because of space limitations, KCC may convert a physical collocation arrangement to a virtual collocation arrangement. KCC's request to do so shall be treated as a new virtual collocation request and KCC shall pay GTE at the applicable tariff rates for construction and rearrangement of KCC's equipment as well as all applicable tariffed virtual collocation recurring charges. If KCC elects to change to a virtual collocation arrangement pursuant to this section, GTE will not refund previous payments for physical collocation received from KCC.
 - 2.3 Vendors. Choice of vendors for equipment used for virtual collocation shall be under the terms and conditions set forth in the applicable GTE federal and state EIS tariff.

Upon request by KCC, GTE shall provide a list of locally qualified vendors approved for the type of equipment to be collocated.

- 2.4 Inspection. Upon provision of virtual collocation by GTE, the Parties shall agree on a mutually acceptable schedule whereby KCC may inspect the equipment in its virtual collocation space.

ARTICLE VII
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent required by the Act, GTE and KCC shall each afford to the other access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Parties tariffs and/or standard agreements.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

GTE SOUTH INCORPORATED

KENTUCKY CHRISTIAN COLLEGE

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPENDIX A
RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY USING RCF

General. The rates contained in this Appendix A are as defined in Article IV, Section 7, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

In addition, as defined in Article IV, Section 3.2.3, the Party providing the ported number will pay the other Party the rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Business Rate Per Line Per Month:	\$ 6.94
Residential Rate Per Line Per Month:	\$ 3.99

Service Number Portability

Remote Call Forwarding	\$ 3.90 line/month
Simultaneous Call Capability	\$ 2.60 path/month
Non-recurring for Portability	\$10.50

APPENDIX B
RATES AND CHARGES FOR 911/E911 ARRANGEMENTS

The following services are offered by GTE for purchase by KCC, where an individual item is not superseded by a tariffed offering.

	<u>NRC</u>	<u>MRC</u>
1. 9-1-1 Selective Router Map Provided is a color map showing a selective router's location and the GTE central offices that send their 9-1-1 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce within KCC for its internal use is granted without further fee. Non-tariffed price.	\$125.00	n/a
2. 9-1-1 Selective Router Pro-Rata Fee/trunk This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 9-1-1 districts for additional funding.	\$0	\$100.77
3. PS ALI Software a personal computer software program running on Windows 3.1™ for formatting subscriber records into NENA Verison #2 format to create files for uploading to GTE's ALI Gateway. Fee includes software, warranty and 1 800 872-3356 support at no additional cost.	\$790.80	
4. ALI Gateway Service Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for KCC to transmit daily subscriber record updates to GTE for loading into ALI databases. It includes support at 1 800 872-3356 at no additional cost.	\$135.00	\$36.12
5. 9-1-1 Interoffice Trunk This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.	Tariff	Tariff

	<u>NRC</u> Tariff	<u>MRC</u> Tariff
6. ALI Database This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.		
7. Selective Router Database per Record Charge Fee for each ALI record used in a GTE selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff.	Tariff	Tariff
8. MSAG Copy Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid.		
a. Copy provided in paper format	\$238.50	\$54.00
b. Copy provided in flat ASCII file on a 3½" diskette	\$276.00	\$36.00

APPENDIX C
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes generally the operations support systems that GTE will use and the related functions that are available for ordering, provisioning and billing for interconnection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide. Before orders can be taken, KCC will provide GTE with its Operating Company Number ("OCN") and Company Code ("CC").

- 1.1 Operations Support Systems for Trunk-Side Interconnection

- 1.1.1 KCC will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover ("NDM") in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent electronically by KCC over the NDM. ASRs for trunk-side interconnection will be entered electronically into GTE's Carrier Access Management System ("CAMS") to validate the request, identify any errors, and resolve any errors back to KCC. CAMS is a family of GTE systems comprised primarily of EXACT/TUF, SOG/SOP, and CABS.
- 1.1.2 The use of CAMS to support KCC's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Ordering Centers ("NACC"). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to KCC. KCC then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR, without penalty or charge (e.g., order modification charge) to KCC. Similarly, errors committed by GTE subsequent to the receipt of a valid ASR from KCC will be expeditiously identified and corrected by GTE without the need for KCC's submission of a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing. In order to convert the ASR into a service order, GTE personnel must apply the necessary elements to provision the service and include the billable elements necessary for GTE to bill KCC for the services provided. This application also requires a determination of the access tandem to end office relationships with the service requested.

1.1.3 At the next system level, translated service orders will be distributed electronically through the SOG/SOP systems to several destinations. The SOG/SOP system will begin the actual provisioning of the service for KCC. Other GTE provisioning systems are CNAS and ACES. The GTE Database Administrative Group ("DBA") and the Special Services Control Center ("SSCC") will be the two most important destinations at this level. The DBA location will identify codes for the appropriate GTE switch in order to provide the functions required by the ASR. The SSCC will provide the engineering for the facilities over which the services will be handled. Information from these two groups (and others) then will be transmitted electronically to GTE's field service personnel (Customer Zone Technicians or "CZTs") who will establish the trunks and facilities, thus connecting the GTE facilities to a connecting company, if one is required, and to KCC. GTE's CZTs also will contact KCC directly to perform testing, and upon acceptance by KCC, will make the necessary entries into the GTE system to complete the order. The completed orders then will pass to GTE's Carrier Access Billing System ("CABS") which will generate the bill to KCC. The billing process under CABS requires coordination with several other systems.

1.1.4 Billing for transport and termination services cannot be accomplished without call records from GTE's central office switches. Records of usage will be generated at GTE's end office switches or the access tandems. Call usage records will be transmitted electronically from GTE's switches through GTE's Billing Intermediate Processor ("BIP"). This system will collect the call records, perform limited manipulations to the record and transfer them to a centralized data center where they will be processed through the Universal Measurement System ("UMS") to determine the validity and accuracy of the records. UMS also will sort the records and send them to the CABS billing system, from which GTE will produce a bill and send it to KCC.

1.2 Order Processing.

1.2.1 Order Expectations. KCC agrees to warrant to GTE that it is a certified provider of telecommunications service. KCC will document its Certificate of Operating Authority on the KCC Profile and agrees to update this KCC Profile as required to reflect its current certification. The Parties agree to exchange and to update end user contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government. The Parties also agree to exchange and to update internal order, repair and billing point of contacts. Prior to submitting an order under this Agreement,

KCC shall obtain such documentation as may be required by state and federal laws and regulations.

- 1.2.2 GTE shall provide KCC with a specified customer contact center for purposes of placing service orders and coordinating the installation of services. These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. The Parties adopt the OBF ASR forms for the ordering, confirmation and billing of trunk-side interconnection.
- 1.2.3 GTE will process such service orders during normal operating hours, at a minimum on each Business Day between the hours of 8 a.m. to 8 p.m. Eastern Time and shall implement service orders within the same time intervals used to implement service orders for similar services for its own users.
- 1.2.4 Transfer Between Local Service Providers - GTE will provide a displacement/out service report to a Local Service Provider (LSP) whenever an end user leaves that LSP and procures service from another LSP. When a KCC end user changes to another LSP, GTE will notify KCC when such activity occurs the day after completion or within 48 hours of such disconnect.

1.3 Network Management Controls.

- 1.3.1 Network Maintenance and Management. The Parties will work cooperatively to install and maintain a reliable network.
- 1.3.2 Neither Party shall be responsible to the other if necessary changes in network configurations render any facilities of the other obsolete or necessitate equipment changes.
- 1.3.3 Network Management Controls. Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

APPENDIX D
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix D are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.0049294**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0010971**.
- C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.0000041**.
- D. The Common Transport Terminal element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0000970**.
- E. The Tandem Transiting Charge is comprised of the following rate elements:

Tandem Switching: = **\$0.0010971**

Tandem Transport (10 mile average): 10 x \$0.0000041 ~~\$0.0000410~~

Transport Termination (2 Terminations): 2 x \$0.0000970 ~~\$0.0001940~~

Transiting Charge: = **\$0.0013321**

Databases and Signaling Systems

Signaling Links and STP Interconnection

Call Related Databases

= GTE's FCC#1 Tariff

= GTE's FCC#1 Tariff

Collocation Rates

= GTE's Tariff

APPENDIX 45A
GTE TERMS

Pursuant to Section 45 of Article III of this Agreement and subject to all of the terms and conditions of that Section 45, each of the following rates or terms may be replaced or supplemented by the correlative rate or term set forth in the AT&T/GTE TERMS listed in Appendix 45B, as and when provided in Section 45 and only until, as long as, and under the conditions prescribed by Section 45.

ISSUE NUMBER	ISSUE DESCRIPTION	AGREEMENT REFERENCE
I.	The arbitrated rates for: Local Interconnection Tandem Switching Databases and Signaling Systems Signaling Links and STP Call Related Databases Interim Number Portability Collocation	Substitute the rates and charges in Appendices A, B and D with the rates or charges that may be indicated for the same items in Appendix 45B.

**APPENDIX 45B
GTE/KCC OPT-IN NEGOTIATION ISSUES
AT&T/GTE TERMS**

Pursuant to Section 45 of Article III of this Agreement and subject to all of the terms and conditions thereof, and after notice as called for in Section 45, the following AT&T/GTE TERMS referred to in Section 45 will be substituted for the GTE TERMS which are set out in Appendix 45A as and when Section 45 calls for them to be substituted. When the AT&T/GTE Agreement is selected pursuant to the provisions of Section 45, [the Parties shall modify this Appendix by replacing the descriptions of issues below with] the specific rates and terms and conditions of the selected AT&T/GTE Agreement that describes those precise issues are attached hereto as Exhibits to this Appendix.

ISSUE NUMBER	ISSUE DESCRIPTION	AGREEMENT REFERENCE
I.	The arbitrated rates for: Local Interconnection Tandem Switching Databases and Signaling Systems Signaling Links and STP Call Related Databases Interim Number Portability Collocation	The rates or charges set forth in the AT&T/GTE Agreement that were established in the final Agreement for the specific rates and charges that are listed in Appendices A, B and D.