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March 30, 2010

Mr. Jeff DeRouen
Kentucky Public Service Commission
P.O. Box 615
211 Sower Boulevard
Frankfort, KY 40601

RECEIVED

MAR 30 2010

PUBLIC SERVICE
COMMISSION

*RE: An Investigation Into The Traffic Dispute Between Windstream Kentucky East, LLC, Brandenburg Telephone Company And MCImetro Access Transmission Services, LLC d/b/a Verizon Access
Case No. 2008-00203*

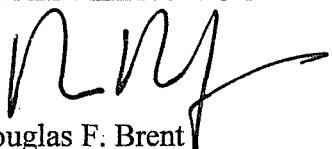
Dear Mr. DeRouen:

Enclosed are an original and ten copies of MCImetro Access Transmission Services LLC's (1) Responses to Data Requests of Brandenburg Telephone Company and (2) Objections and Responses to Requests for Admissions and Data Requests of Windstream Kentucky East, LLC. These are being filed pursuant to an agreed procedural schedule proposed by the parties.

Please indicate receipt of this filing by placing your file stamp on the extra copies and returning to me via our runner.

Very truly yours,

STOLL KEENON OGDEN PLLC


Douglas F. Brent

DFB:

Enclosures

105138.116493/535497.1

RECEIVED

MAR 30 2010

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

AN INVESTIGATION IN THE TRAFFIC DISPUTE)
BETWEEN WINDSTREAM KENTUCKY LLC,)
BRANDENBURG TELEPHONE COMPANY AND)
MCIMETRO TRANSMISSION SERVICES, LLC D/B/A)
VERIZON ACCESS)

Case No. 2008-00203

**VERIZON’S OBJECTIONS AND RESPONSES TO
REQUESTS FOR ADMISSION AND DATA REQUESTS OF WINDSTREAM
KENTUCKY**

MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services (“MCImetro”), by its undersigned counsel, responds to the Requests for Admission and Data Requests (the “Discovery Requests”) served by Windstream Kentucky East, LLC (“Windstream”) on March 16, 2010.

GENERAL OBJECTIONS

1. MCImetro objects to the Discovery Requests and all Definitions associated with the Discovery Requests to the extent they purport to impose obligations that are different from, or go beyond, the obligations imposed by the Kentucky Rules of Civil Procedure and the Commission’s Rules of Procedure.

2. MCImetro objects to the Discovery Requests to the extent they seek documents or information protected by the attorney-client privilege, the attorney work-product doctrine, or any other applicable privileges or doctrines. Any inadvertent disclosure of such privileged documents or information shall not be deemed to be a waiver of the attorney-client privilege, attorney work-product doctrine, or other applicable privileges or doctrines.

3. MCImetro objects to the Discovery Requests to the extent that they are vague and ambiguous, particularly to the extent that it uses terms that are undefined or vaguely defined.

4. MCImetro objects to the Discovery Requests to the extent they seek confidential business, financial, or other proprietary documents or information. MCImetro further objects to the Discovery Requests to the extent they seek documents or information protected by the privacy protections of the Kentucky or United States Constitutions, or any other law, statute, or doctrine.

5. MCImetro objects to the Discovery Requests to the extent they seek documents or information equally available to Brandenburg as to MCImetro through public sources or records or which are already in the possession, custody or control of Brandenburg.

6. To the extent MCImetro responds to the Discovery Requests, MCImetro reserves the right to amend, replace, supersede, or supplement its responses as may become appropriate in the future, but it undertakes no continuing or ongoing obligation to update its responses.

7. MCImetro objects to the Discovery Requests to the extent that they seek to impose an obligation on MCImetro to provide documents or information concerning its affiliates.

8. MCImetro objects to the Discovery Requests to the extent they seek information that is not reasonably calculated to lead to the discovery of admissible evidence and not relevant to the subject matter of this proceeding.

REQUESTS FOR ADMISSION

REQUEST 1. Admit that the traffic at issue in this proceeding does not originate from or terminate to any Windstream East customer.

ANSWER 1. Admitted.

REQUEST 2. Admit that traffic that does not originate with any Windstream or Verizon end user is third-party traffic under your interconnection agreement with Windstream East.

ANSWER 2. Denied.

DATA REQUESTS

REQUEST 1. Please explain in detail the basis for any denial by you of the foregoing Requests for Admission.

RESPONSE 1. MCImetro denies Request for Admission No. 2 because the parties' interconnection agreement does not use or define the term "third-party traffic."

REQUEST 2. Please update your schedule previously provided in response to Brandenburg's Request No. 14 to include time periods through the present date.

RESPONSE 2. Subject to and without waiving the General Objections, an updated schedule is attached hereto as Exhibit 1.

Exhibit 1 to MCImetro's Response to Windstream DR. No. 2

Minutes Exchanged between MCImetro and Brandenburg in KY

Traffic Month YYYYMM	DR-14 Intrastate Switched Access MOUs	DR-14 Term (Under 3:1) MOU	Local Term (Over 3:1) MOU	DR-14 Term (Over 3:1) MOU	Local Term (Over 3:1) MOU	DR-13 Local Orig MOUs
200807	2,020		0		2,341,122	-
200808	2,636		0		2,411,607	-
200809	2,755		0		2,232,310	-
200810	3,546		0		2,196,820	-
200811	3,059		0		2,243,621	-
200812	5,772		960		2,199,737	320.00
200901	3,578		958		1,985,745	319.33
200902	962		844		1,545,444	281.33
200903	372		705		1,868,778	235.00
200904	413		1,675		1,608,281	558.33
200905	548		249		1,536,140	83.00
200906	509		0		1,504,015	-
200907	1,570		3,000		1,572,638	1,000.00
200908	474		144		1,480,178	48.00
200909	416		1,516		1,397,844	505.33
200910	640		2,286		1,628,252	762.00
200911	793		2,196		2,015,845	732.00
200912	561		2,076		1,970,874	692.00
201001	997		1,626		1,924,839	542.00
201002	1,116		1,084		1,682,423	361.33

Local Term = Local MOU Originated by Brandenburg customer and terminated to MCImetro customer
 Local Orig = Local MOU Originated by MCImetro customer and terminated to Brandenburg customer

REQUEST 3. Please refer to Brandenburg's supplemental testimony on pages 9-12 alleging that Brandenburg was unaware that you had entered the Elizabethtown market. Please state the date on which you first began providing facilities-based service to any business or residential customer in Elizabethtown, Kentucky.

RESPONSE 3. MCImetro objects to Data Request No. 3 because it is vague and ambiguous. Subject to and without waiving this objection and the General Objections, MCImetro interprets this request as asking when MCImetro began providing facilities-based service in Elizabethtown, Kentucky for Internet Service Providers offering dial-up Internet access service to retail customers in Elizabethtown. MCImetro began providing such service in the August-to-November 2003 timeframe.

REQUEST 4. Please refer to Brandenburg's supplemental testimony on pages 9-12 alleging that Brandenburg was unaware that you had entered the Elizabethtown market. Please state the date on which you first received contact from Brandenburg regarding your presence or operation in the Elizabethtown, Kentucky area.

RESPONSE 4. Subject to and without waiving the General Objections, MCImetro states that to the best of its knowledge it was the party that initiated communications with Brandenburg concerning MCImetro's operations in the Elizabethtown area in and that it did so in early September 2005.

REQUEST 5. Please refer to your answer to the foregoing data request, and provide the name and contact information for the Brandenburg representative initiating such contact to you.

RESPONSE 5. Subject to and without waiving the General Objections, MCImetro states that to the best of its knowledge it was the party that initiated communications with Brandenburg and that MCImetro spoke with Randall Bradley and perhaps others with Brandenburg during these initial communications.

REQUEST 6. Please refer to page 13, lines 1-4 of Brandenburg's supplemental testimony. Provide copies of all correspondence and other documents exchanged between you and Brandenburg since September 2005 to the present addressing the traffic at issue in this proceeding.

RESPONSE 6. Subject to and without waiving the General Objections, MCImetro has made a reasonable search and is producing responsive documents in its possession, custody or control.

Sample, Janet

From: Rick McGolerick [rick.mcgoleric@mci.com]
Sent: Friday, January 20, 2006 2:11 PM
To: Randall Bradley
Cc: Mark Turner
Subject: RE: EAS Agreement and BLOCKING

Importance: High

Randall – Following up our call yesterday. When can we expect a response regarding the EAS agreement? More importantly though, our customer is still receiving complaints regarding blocking that has been going on since September. We need an interim solution while the agreement is being worked out. Can you please respond ASAP? Thanks.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, September 08, 2005 9:31 AM
To: rick.mcgoleric@mci.com
Subject: EAS Agreement

Rick,

Attached is our standard EAS agreement that we have with several providers. After review, please give me a call if you have any questions. Thanks.

Randall Bradley
270-422-2121
270-422-4448 Fax

Brandenburg Telephone Co.
200 Telco Drive
Brandenburg, KY 40108

Sample, Janet

From: Rick McGolerick [rick.mcgoleric@mci.com]
Sent: Monday, January 23, 2006 3:36 PM
To: Randall Bradley; McGolerick, Rick (Rick)
Cc: Turner, Mark (MarkETurner)
Subject: RE: EAS Agreement and BLOCKING

Have you found out anything in terms of a interim fix on the blocking?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Monday, January 23, 2006 3:27 PM
To: 'Rick McGolerick'
Cc: 'Mark Turner'
Subject: RE: EAS Agreement and BLOCKING

Rick,

I have a draft of our response back to concerning the EAS agreement. I'm awaiting one person's review of the draft before I can get it to you. I'll send it over to you as soon as this review is completed. Thanks.

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgoleric@verizonbusiness.com]
Sent: Friday, January 20, 2006 2:11 PM
To: 'Randall Bradley'
Cc: Mark Turner
Subject: RE: EAS Agreement and BLOCKING
Importance: High

Randall – Following up our call yesterday. When can we expect a response regarding the EAS agreement? More importantly though, our customer is still receiving complaints regarding blocking that has been going on since September. We need an interim solution while the agreement is being worked out. Can you please respond ASAP? Thanks.

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Sent: Thursday, September 08, 2005 9:31 AM
To: rick.mcgoleric@mci.com
Subject: EAS Agreement

Rick,

Attached is our standard EAS agreement that we have with several providers. After review, please give me a call if you have any questions. Thanks.

Randall Bradley
270-422-2121
270-422-4448 Fax

Brandenburg Telephone Co.
200 Telco Drive
Brandenburg, KY 40108

Sample, Janet

From: McGolerick, Rick [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Tuesday, February 09, 2010 2:06 PM
To: Randall Bradley
Cc: Turner, Mark (MarkETurner)
Subject: RE: eas agreement
Importance: High
Attachments: DRAFT 02082010 MCI Brandenburg Local One-way Agreement (using SCRTC FINALas
template) (2).doc

Randall – Please see the attached draft redline of the SCRTC agreement for your review. We are still in process of reviewing this document and reserve the right to make additional changes as needed. Please review and let me know if you have any questions.

Thanks.

Rick McGolerick
Verizon Services Operations
Proj/Prog Mgmt Contracts
703-886-4032

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, February 05, 2010 1:07 PM
To: McGolerick, Rick
Subject: FW: eas agreement

Rick,

I didn't attach the MCI Metro – South Central Agreement previously. Attached to this email is that agreement.

If you have any questions, please let me know.

Thanks,

Randall

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, February 05, 2010 1:03 PM
To: 'McGolerick, Rick'
Subject: RE: eas agreement

Rick,

Please see the letter attached and the electronic copy of the MCI – South Central agreement. This letter is what we propose in order to finalize the agreement between Verizon Business and Brandenburg Telephone Co.

Thanks,

3/30/2010

Randall

From: McGolerick, Rick [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Thursday, February 04, 2010 1:58 PM
To: Randall Bradley
Cc: Turner, Mark (MarkETurner)
Subject: RE: eas agreement

Randall -- Go ahead and redline the SCRTC agreement and send to us for review/redlines. Thanks.

Rick McGolerick
Verizon Services Operations
Proj/Prog Mgmt Contracts
703-886-4032

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, February 03, 2010 4:41 PM
To: McGolerick, Rick
Subject: eas agreement

Rick,

Brandenburg Telephone Co. plans to use the SCRTC agreement with MCI Metro for the template of our new agreement with Verizon. If you agree this, please let me know and we will have something to you quickly.

Thanks,

Randall Bradley
Brandenburg Telephone Co.
270-422-2121

3/30/2010

Sample, Janet

From: Steven Watkins [sewatkins@Independent-Tel.com]
Sent: Tuesday, April 04, 2006 2:13 PM
To: McGolerick, Rick (Rick)
Cc: Randall Bradley
Subject: Re: EAS

Attachments: Notes 4-04.doc

On behalf of Brandenburg, I am attaching a set of discussion notes regarding provisions of the draft EAS agreement. We can use this list for our call on Wednesday.

Steven Watkins
Telecommunications Management Consultant

Rick McGolerick wrote:

Randall / Steven – Will we be getting a redline back before our call on Friday?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, February 09, 2006 2:22 PM
To: 'Rick McGolerick'
Cc: 'Steven Watkins'
Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Wednesday, January 25, 2006 2:21 PM
To: Randall Bradley
Subject: RE: Letter

Randall,

Your letter proposed a modification to your original contract proposal, in that it specifies a particular POI. Please reduce your proposal to contract language redlined into your suggested contract, so that we are able to evaluate what you now are suggesting. Thank you.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, January 25, 2006 11:55 AM
To: 'Rick McGolerick'
Subject:

Attached is Brandenburg Telephone Company's letter per our conference call.

Randall Bradley

Sample, Janet

From: McGolerick, Rick [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Tuesday, February 16, 2010 4:23 PM
To: rbradley@bbtel.com
Cc: Turner, Mark (MarkETurner)
Subject: RE: mci metro
Importance: High

Randall – I think I captured all the Sections where changes were made by Brandenburg, please let me know if I missed any. Please review and let know if I can proceed with changing the draft to reflect the changes below. If you have any questions, please give me a call. Thanks.

Section 1.12 – MCI would be agreeable to the changes made with the insertion of “ordered by the Commission and” as indicated in red text below.

“ISP Traffic” means all dial-up modem traffic originated by Brandenburg Customers and terminated to CLEC Customers that are commercial providers of internet access if: (i) the call originates and terminates from and to, respectively, NPA NXXs assigned to rate centers in the same Local Service Exchange Area; or (ii) originates and terminates from and to, respectively, NPA NXXs assigned to rate centers within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS) or mandatory Extended Local Calling Service (ELCS) as ordered by the Commission and defined by Brandenburg’s tariffs.

Section 4.1.1 – MCI does not agree with the deletion of “The Parties further agree that if traffic volumes fall below 250,000 MOUs for three consecutive months CLEC may disconnect facilities that were established at the POC and the Parties will exchange traffic indirectly” as indicated in red text below.

MCI is okay with the addition “likewise, the Parties agree that Brandenburg Telephone’s financial responsibility ends on the Brandenburg Telephone side of the POC identified in Appendix1”

The Parties agree to interconnect their respective networks at the POC identified in Appendix 1. With respect to the POC that is established, Brandenburg Telephone shall deliver to such POC all ISP Traffic subject to this Agreement that originates within the Brandenburg Telephone exchanges defined in Appendix 1. The Parties agree that CLEC’s financial responsibility ends on the CLEC side of the POC identified in Appendix 1; likewise, the Parties agree that Brandenburg Telephone’s financial responsibility ends on the Brandenburg Telephone side of the POC identified in Appendix1. The Parties further agree that if traffic volumes fall below 250,000 MOUs for three consecutive months CLEC may disconnect facilities that were established at the POC and the Parties will exchange traffic indirectly.

Section 8.2 – MCI does not agree with changing the term from 1 to 2 years as indicated in red text below.

The initial term of this Agreement shall be one (1) year from the effective date and shall then automatically renew on a year-to-year basis.

Section 14.10 – MCI is okay with the addition of John Selent to the Notices Section.

Rick McGolerick
 Verizon Services Operations
 Proj/Prog Mgmt Contracts
 703-886-4032

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, February 12, 2010 11:10 AM
To: McGolerick, Rick
Subject: mci metro

3/30/2010

Rick,

Attached is our redline of your redline agreement. If you have any questions, please let us know.

Thanks,

Randall Bradley
270-422-2121

3/30/2010

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Monday, June 09, 2008 5:00 PM
To: McGolerick, Rick (Rick)
Cc: Turner, Mark (MarkETurner)
Subject: RE: POI Proposal

Rick,
Brandenburg Telephone is not agreeable to the proposal to pay for half of the buildout of Verizon to get to the meet point of Brandenburg Telephone Co. and Windstream. Brandenburg Telephone has offered to provide at our own expense to bring facilities from Brandenburg's office to our current meet point with Windstream which is at the edge of Brandenburg's network in order to meet Verizon. Verizon can either buy special access facilities from another provider to get to this meet point, build out to this meet point, or may elect to purchase special access from Brandenburg Telecom, pursuant to our proposal by email on June 4th, in order to get to this meet point with Brandenburg Telephone Co.
If you have any questions, please give me a call at 270-422-2121.
Thanks,
Randall

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Friday, June 06, 2008 3:46 PM
To: Randall Bradley
Cc: Turner, Mark (MarkETurner)
Subject: POI Proposal
Importance: High

Randall – VzB would be agreeable to build out to Brandenburg under a 50/50 split of the total expense for interconnection under a bill and keep arrangement. Please let me know if this agreeable to Brandenburg.

Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 886 - 4032



From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, June 04, 2008 8:43 AM
To: McGolerick, Rick (Rick)
Cc: Turner, Mark (MarkETurner)
Subject:

Rick,
Pursuant to our conversation yesterday morning, we have determined that Brandenburg Telecom can provision special access DS1's from our boundary to the Windstream switch at a monthly cost of \$380.99 per T-1 and a non-recurring installation cost of \$450.00 per T-1 over which AOL dial up calls from Brandenburg Telephone Company

customers can be terminated.

Thanks,
Randall Bradley
270-422-2121

Sample, Janet**From:** Rick McGolerick [rick.mcgoleric@mci.com]**Sent:** Thursday, February 16, 2006 10:16 AM**To:** Randall Bradley**Subject:** RE: Tandem

The LERG has the following listed: American Cellular Corp, OCN 4116

LATA	NPA	NXX	BLOCK ID	AOCN	OCN	RC ABBRE	RC LATA	SWITCH	H-TRM D TDM	H-TRM LOCAL TDM	H-TRM INTRA-L TDM
462	270	501	A	6677	4116	VINE GROVE	462	RDCLKYAJIMD	RDCLKYXA1GT		

Is the LERG incorrect?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]**Sent:** Thursday, February 16, 2006 8:10 AM**To:** 'Rick McGolerick'**Subject:** RE: Tandem

We don't have any companies that subtend our tandem. If you need any additional information, please let me know.

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgoleric@verizonbusiness.com]**Sent:** Wednesday, February 15, 2006 10:22 AM**To:** 'Randall Bradley'**Subject:** Tandem

Randall – Can you please confirm who (if any) companies subtend your tandem where we plan to establish our POI? Thanks

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]**Sent:** Thursday, February 09, 2006 2:22 PM**To:** 'Rick McGolerick'**Cc:** 'Steven Watkins'**Subject:**

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Monday, June 09, 2008 5:00 PM
To: McGolerick, Rick
Cc: Turner, Mark (MarkETurner)
Subject: RE: POI Proposal bbtel Randal Bradley refusal to pay 1/2 of buildout

Rick,
Brandenburg Telephone is not agreeable to the proposal to pay for half of the buildout of Verizon to get to the meet point of Brandenburg Telephone Co. and Windstream. Brandenburg Telephone has offered to provide at our own expense to bring facilities from Brandenburg's office to our current meet point with Windstream which is at the edge of Brandenburg's network in order to meet Verizon. Verizon can either buy special access facilities from another provider to get to this meet point, build out to this meet point, or may elect to purchase special access from Brandenburg Telecom, pursuant to our proposal by email on June 4th, in order to get to this meet point with Brandenburg Telephone Co.
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National Carrier Contracts and Initiatives
(703) 886 - 4032



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To: McGolerick, Rick (Rick)
Cc: Turner, Mark (MarkETurner)
Subject:

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customers can be terminated.
Thanks,
Randall Bradley
270-422-2121

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Friday, February 19, 2010 11:30 AM
To: McGolerick, Rick
Subject: redline
Attachments: MCImetro-Brandenburg Telephone Agmt 021910 (2).DOC

Rick,

Attached is a revised redline.

If you have any questions, please give me a call.

Thanks,

Randall

AGREEMENT

for

FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Effective as of _____, 2010

Between

MCI Access Transmission Services, LLC

and

Brandenburg Telephone Company

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AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Pursuant to this Agreement for Facilities-Based Network Interconnection for Exchange of Information Service Provider Traffic ("Agreement"), Brandenburg Telephone Company, a Kentucky corporation ("Brandenburg Telephone") a Kentucky corporation with offices at 200 Telco Drive, Brandenburg, KY 40108 and MCImetro Access Transmission Services LLC ("CLEC"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147 will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, Brandenburg Telephone and CLEC are local exchange carriers authorized to provide Telecommunications Services in the State of Kentucky;

WHEREAS, the Parties desire to interconnect their respective network facilities to provide for the exchange of ISP Traffic originated by a Brandenburg Telephone Customer to a CLEC ISP Customer.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations, terms and conditions under which they will interconnect their networks and provide services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brandenburg Telephone and CLEC PCS hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is as defined in the Act.

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

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.4 "Commission" means the Kentucky Public Service Commission.

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

1.6 "Customer" means a residential or business user of Telecommunications Services that is provided by either of the Parties.

1.7 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.8 "DS3" is a digital signal rate of 44.736 Mbps.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Information Service" is as defined in the Act.

1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider that provides information services.

1.12 "ISP Traffic" means all dial-up modem traffic originated by Brandenburg Customers and terminated to CLEC Customers that are commercial providers of internet access if: (i) the call originates and terminates from and to, respectively, NPA NXXs assigned to rate centers in the same Local Service Exchange Area; or (ii) originates and terminates from and to, respectively, NPA NXXs assigned to rate centers within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS) or mandatory Extended Local Calling Service (ELCS) as approved by the Commission and defined by Brandenburg's tariffs.

1.13 "Interconnection" means the linking of the CLEC and Brandenburg Telephone networks for the exchange of traffic.

1.14 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.15 "Local Service Exchange Area" is a specific geographic service area to which NPA-NXXs are assigned and a Party offers Telecommunications Services to its Customers.

1.16 "Point of Connection," or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of ITC, where the Parties connect their networks for the exchange of ISP Traffic.

1.17 "NPA-NXX" means a numbering plan area code (NPA) and valid three-digit code within that area code which appears as the first three digits of a seven digit telephone number (NXX) with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes which may come into common usage in the future.

1.18 "Party" means either Brandenburg Telephone or CLEC, and "Parties" means Brandenburg Telephone and CLEC.

1.19 "Telecommunications" is as defined in the Act.

1.20 "Telecommunications Carrier" is as defined in the Act.

1.21 "Telecommunications Service" is as defined in the Act.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CLEC, Brandenburg Telephone or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such referenced materials as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 This Agreement is limited to the provision of delivery of services defined herein. Other services may be purchased by CLEC pursuant to applicable tariff. In such case, the terms of the applicable tariff will apply.

3.0 SCOPE

3.1 This Agreement sets forth the terms and conditions under which the Parties agree to interconnect their networks and exchange ISP Traffic.

3.2 This Agreement applies only to the exchange of ISP Traffic between Brandenburg Telephone and CLEC when a Brandenburg Telephone Customer originates a call to an ISP Customer served by CLEC.

3.3 This Agreement applies only to the exchange of ISP Traffic over the Parties' network facilities (which may include facilities leased from third-parties) that are interconnected at a POC located at either the boundary of, or within, a Brandenburg Telephone Local Service Exchange Area identified in Appendix 1.

3.4 Both Parties agree to exchange only ISP Traffic within the scope of this Agreement at the POC location(s) as specified in Appendix 1.

3.5 This Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its Customers to the end users of a third party Telecommunications Carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. Neither Party shall provide an intermediary or transit function for the connection of the end users of a third party Telecommunications Carrier to the Customers of the other Party without the consent of

all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party.

3.6. Nothing in this Agreement is intended to affect the obligations of the Parties with respect to the exchange of traffic not the subject of this Agreement.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection

4.1.1 The Parties agree to interconnect their respective networks at the POC identified in Appendix 1. With respect to the POC that is established, Brandenburg Telephone shall deliver to such POC all ISP Traffic subject to this Agreement that originates within the Brandenburg Telephone exchanges defined in Appendix 1. The Parties agree that CLEC's financial responsibility ends on the CLEC side of the POC identified in Appendix 1; likewise, the Parties agree that Brandenburg Telephone's financial responsibility ends on the Brandenburg Telephone side of the POC identified in Appendix 1. The Parties further agree that if traffic volumes fall below 250,000 MOUs for three consecutive months, CLEC may disconnect facilities that were established at the POC and the Parties will exchange traffic in an alternative manner, provided CLEC has made the necessary arrangements to do so. In the event that an alternative method of interconnection is utilized, CLEC acknowledges and agrees that: (i) Brandenburg Telephone will only be responsible to deliver traffic to a POC located on Brandenburg Telephone's service territory boundary; and (ii) Brandenburg Telephone's financial responsibility shall continue to end on the Brandenburg Telephone side of the POC.

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4.1.2 CLEC agrees to deploy NPA/NXXs within Local Service Exchange Areas consistent with the LERG, Commission approved extended area service ("EAS") designations and industry standards. Brandenburg Telephone Local Service Exchange Areas and the Local Service Exchange Areas of other LECs with which the end users in the originating Brandenburg Telephone location have non-optional, unlimited, flat-rated EAS calling are set forth in Brandenburg Telephone's applicable intrastate local service tariff.

4.1.3 The Parties agree that the ISP Traffic subject to this Agreement is limited to ISP Traffic from an Brandenburg Telephone Customer to a CLEC NPA/NXX assigned to either an Brandenburg Telephone Local Service Exchange Area or to the Local Service Exchange Area of another LEC with which end users in the originating Brandenburg Telephone location have non-optional, unlimited, flat rated EAS calling. Brandenburg Telephone agrees to provide its Customers local dialing/non-toll calling treatment regarding calls to such CLEC NPA/NXXs.

4.1.4 The Parties will cooperate fully in identifying ISP traffic originated by Brandenburg Telephone Customers to ISP Customers served by CLEC to insure compliance with this Agreement.

4.2 Treatment of One-Way Originated ISP Traffic

Brandenburg Telephone asserts that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy.

Brandenburg Telephone further asserts that the long-term resolution of issues related to the exchange of traffic involving an ISP will affect both Parties and may necessitate modification to this Agreement. In recognition of these factors, Brandenburg Telephone agrees to exchange ISP Traffic in the manner described in this Agreement subject to amendment upon written agreement of the Parties.

4.3 Signaling

The Parties shall interconnect their SS7 Common Channel Signaling ("CCS") networks either directly or through third parties. The Parties shall exchange all appropriate CCS messages including Transaction Capability User Part ("TCAP") messages that are necessary to provide call management features if such functionality is deployed in both Parties' networks on an interexchange basis. The Parties shall set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the CCS network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party will bill the other Party for exchange of any CCS messages.

4.4 Network Maintenance and Trunk Provisioning

4.4.1 Each Party shall make available to the other at the POC(s), trunks over which the Parties can exchange ISP Traffic. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. Where ISP Traffic volumes are not established, one-way trunk groups will be initially established based on forecasts jointly developed by the Parties. All one-way trunk facilities will be engineered to a P.01 grade of service.

4.4.2 Each Party is individually responsible to provide facilities within its network to the POC(s) which are necessary for routing and transporting ISP Traffic in a mutually acceptable manner that neither destroys nor degrades the normal quality of service each Party provides to its respective Customers.

4.4.3 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange relevant information to maintain reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to avoid interference with, or impairment to, the services provided pursuant to this Agreement. The Parties agree to work cooperatively to forecast trunk requirements. When necessary, the Parties agree to provide additional trunking needed to maintain the above stated blocking objective.

5.0 COMPENSATION ARRANGEMENTS

5.1 Neither Party has any obligation to provide compensation to the other regarding the origination or termination of ISP Traffic pursuant to this Agreement

5.2 Except to the extent CLEC utilizes Brandenburg Telephone facilities as provided in Subsection 5.3, no recurring or non-recurring charges shall apply with respect to any of the terms of this Agreement.

5.3 Notwithstanding Subsection 5.2, to the extent CLEC utilizes Brandenburg Telephone to provide leased facilities on the CLEC side of a POC, CLEC shall purchase such facilities as special access from Brandenburg Telephone subject to the rates, terms, and conditions contained in Brandenburg Telephone's applicable Intrastate access tariffs. Notwithstanding any provision in an Brandenburg Telephone applicable intrastate access tariff to the contrary, Brandenburg Telephone shall not charge CLEC any non-recurring or recurring charge of any type that is premised upon a per minute of use identification, calculation or quantification. Neither Party shall charge the other for the installation or use of trunks or facilities on the Party's side of the POC used for the exchange of traffic pursuant to this Agreement.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both Brandenburg Telephone and CLEC shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 The Parties shall exchange good-faith, non-binding technical descriptions and forecasts of the volume of expected ISP Traffic to be exchanged, in sufficient detail necessary to establish the interconnections required to assure traffic termination.

7.3 Thirty (30) days after the Effective Date and each six months during the term of this Agreement, CLEC will provide Brandenburg Telephone with a rolling, six (6) calendar month, non-binding forecast of its trunking requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.4 Each Party is individually responsible to provide facilities within its network which are necessary for routing and transporting ISP Traffic from the other Party's network and for delivering of such traffic to the other Party's network in a mutually acceptable format and to terminate the ISP Traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above.

7.5 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.6 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party 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; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.7 Interruptions in service are provided for as follows:

7.7.1 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.7.2 Credit for all other service interruptions will be provided pursuant to applicable tariffs governing interrupted circuit or service.

7.8 The physical connection of facilities and exchange of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

7.9 Each Party is solely responsible for the services it provides to its Customers.

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

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

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

7.13 Each Party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Neither Party shall impose any fees or charges on the other Party for such activities.

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective as of last date of signature of this Agreement, subject to Commission approval of this Agreement.

8.2 The initial term of this Agreement shall be ~~one~~ (1) year from the effective date and shall then automatically renew on a year-to-year basis. Upon expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least ninety (90) days in advance of the date of termination.

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8.2 The arrangements pursuant to this Agreement shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services.

8.3 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 thirty (30) 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 of any of the material terms and conditions of this Agreement.

9.0 CANCELLATION CHARGES

Except as otherwise provided in any applicable tariff referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

- (a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or Customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitation on liability to Customers that may be contained in either Party's applicable tariff(s) or Customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 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. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 Brandenburg Telephone is a corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 CLEC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken

by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the Customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

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

terms of this Section. Both Parties will use the same standard of care to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.5 Choice of Law

The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the State of Kentucky without regard to its conflict of laws principles.

14.6 Taxes.

Neither Party is aware of any additional taxes that would be applicable to either Party as a result of the execution of this Agreement. In the event that any taxes are assessed on either Party related to this Agreement, each Party agrees to be responsible for any such taxes assessed on it.

14.7 Assignability

Either Party may assign this Agreement or any of its rights or obligations hereunder to its parent, other Affiliate, or a third party acquiring all or substantially all of the assets of the assigning Party, and no consent of the other Party shall be required provided that the assigning Party notifies the other Party at least 120 days in advance of assignment. Any other assignment, however, shall require the consent of the other Party, which consent shall not be unreasonably withheld upon the provision of at least 120 days advance notice by the assigning Party and reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 14.7 shall be void and ineffective. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

14.8 Billing and Payment; Disputed Amounts

14.8.1 Because of the mutual consideration related to the subject matter of this Agreement, the Parties agree that no charges shall apply to the ISP Traffic exchanged pursuant to the terms of this Agreement. Other charges, if any, may be set forth pursuant to Appendix 1. In the event that charges are applicable pursuant to Appendix 1, the following terms and conditions set forth in this Section 14.8 shall apply.

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14.8.3 Although it is the intent of both Parties that any invoice will be a timely and accurate statements of submitted charges, Brandenburg Telephone's failure to present statements to CLEC in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges by Brandenburg Telephone, and CLEC shall not be entitled to dispute Brandenburg Telephone's statement(s) based on Brandenburg Telephone's failure to submit them in a timely fashion, provided however that Brandenburg Telephone shall not bill the other Party for unbilled charges incurred more than two years prior to the date of billing.

14.8.4 If any portion of an amount due to Brandenburg Telephone is subject to a bona fide dispute between the Parties, CLEC shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to Brandenburg Telephone of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. CLEC shall pay when due all undisputed amounts to Brandenburg Telephone.

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

14.8.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 14.8.5, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.7 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, the Parties, by mutual agreement, can agree to arbitrate the dispute according to terms mutually agreeable to the Parties. In any event, should negotiations fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

14.10 Notices.

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

To CLEC:

MCImetro Access Transmission Services, LLC
Director, National Carrier Contracts & Initiatives
Attention: Peter Reynolds
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147
Telephone: (703) 886-1918

Copy To:

MCImetro Access Transmission Services, LLC
Network and Technology Law
22001 Loudoun County Parkway
E1-3-605
Ashburn, VA 20147

To Brandenburg Telephone:

Brandenburg Telephone Company
Attn: Allison Willoughby
200 Telco Drive
Brandenburg, KY 40108

Copy To:

John E. Selent, Esq.
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson St.
Louisville, KY 40202

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

14.11 Joint Work Product.

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

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

14.14 Entire Agreement.

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

14.15 Non-Waiver.

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

14.16 Publicity and Use of Trademarks or Service Marks.

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

14.17 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 sixty (60) days, the Parties may terminate this Agreement by mutual agreement of both Parties without penalty or liability for such termination or arbitrate only such replacement language pursuant to the terms set forth in Section 14.9.

14.18 Counterparts

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

14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2010.

MCImetro Access Transmission Services LLC

Brandenburg Telephone Company

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 1

A. Exchange Areas Served by Brandenburg Telephone:

Radcliff, Vine Grove

B. POC identification

For ISP Traffic originated by Brandenburg Telephone Customers and delivered to CLEC ISP Customers, the Parties will interconnect at V=6628, H=2747, which is at a meetpoint on the service territory border between Brandenburg Telephone and Windstream Kentucky East, LLC.

C. Schedule of Charges

1. The Parties agree that no charges shall apply for the delivery of ISP Traffic pursuant to the terms of this Agreement.

2. Transport facilities may be purchased from applicable Brandenburg Telephone intrastate access tariff.

|

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Wednesday, February 15, 2006 10:22 AM
To: Randall Bradley
Subject: Tandem

Randall -- Can you please confirm who (if any) companies subtend your tandem where we plan to establish our POI? Thanks

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, February 09, 2006 2:22 PM
To: 'Rick McGolerick'
Cc: 'Steven Watkins'
Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Thursday, February 09, 2006 2:22 PM
To: McGolerick, Rick (Rick)
Cc: Steven Watkins
Attachments: EAS Agreement Exhibits Brandenburg and MCI2-020406.doc

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

EXHIBIT 1

Local Service Exchange Areas Between Which Extended Area Service (EAS) Traffic
Is To Be Exchanged Pursuant to this Agreement.

This Exhibit specifies the Local Service Exchange Areas and Extended Area Services covered pursuant to the AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and MCI ("MCI") as follows:

I. Local Service Areas Covered by this Agreement:

1. The RADCLIFF Local Service Exchange Area is the geographic area covering the North Radcliff exchange as operated by Brandenburg on January 1, 2006 with a V&H of V=06621 and H=02757.
2. The VINE GROVE Local Service Exchange Area is the geographic area covering the Vine Grove exchange as operated by Brandenburg on January 1, 2006 with a V&H of V=06629 and H= 02759.
3. The MCI Local Service Exchange Area is the geographic area covering the Elizabethtown exchange as operated by Kentucky Alltel on January 1, 2006 with a V&H of V=06642 and H=02729.

II. Extended Area Service Traffic Covered by this Agreement includes:

1. Radcliff-Elizabethtown EAS traffic includes calls that originate (from Brandenburg NPA-NXX of 270-351,270-352,270-219,270-272) and terminate in Kentucky Alltel's Area (to MCI's ported numbers with NPA-NXX of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and calls that originate in Kentucky Alltel's area (from MCI's ported numbers with NPA-NXX's of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and terminate to BRANDENBURG NPA-NXX's of 270-351,270-352,270-219, and 270-272.
2. Vine Grove-Elizabethtown EAS traffic includes calls that originate (from Brandenburg NPA-NXX of 270-877) and terminate in Kentucky Alltel's Area (to MCI's ported numbers with NPA-NXX of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and calls that originate in Kentucky Alltel's area (from MCI's ported numbers with NPA-NXX's of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and terminate to

BRANDENBURG NPA-NXX's of 270-877.

II. Designation of Points of Connection For the Delivery of EAS Traffic Pursuant to this Agreement:

THE PARTIES MUST REVISE THIS EXHIBIT I BY COMPLETING THIS SECTION III PRIOR TO THE EXCHANGE OF EAS TRAFFIC. THE PARTIES WILL COMPLETE THIS SECTION III AFTER THE PARTIES HAVE AGREED TO SPECIFIC TRUNKING ARRANGMENTS AND POINT(S) OF INTERCONNECTION.

1. For BRANDENBURG Area EAS and MCI-AlltelArea EAS, the Parties agree to connect 24 trunks via a T-1 by means of copper at Brandenburg's Radcliff CO with V&H of V=06621 and H=02757.

Approved and executed this _____ day of _____, 2006.

Brandenburg Telephone Company

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Exhibit 2
Schedule of Charges for the Exchange of Extended Area Service (EAS) Traffic
Pursuant to this Agreement.

This Exhibit specifies the charges between the Parties pursuant to the AGREEMENT FOR THE EXCHANGE OF TWO-WAY EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and MCI ("MCI") as follows:

Compensation is pursuant to the terms and conditions of Sections 3.5.3 and 3.9 of the Agreement.

Approved and executed this _____ day of _____, 2006.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Wednesday, January 25, 2006 11:55 AM
To: McGolerick, Rick (Rick)
Attachments: MCI response012306.doc

Attached is Brandenburg Telephone Company's letter per our conference call.

Randall Bradley

On behalf of Brandenburg Telephone Company ("Brandenburg"), I am writing to respond to our brief conference call on January 9, 2006 discussing a possible Extended Area Service "EAS" traffic exchange agreement. While MCI (CLEC) apparently questioned the fundamental need for the terms set forth in the draft agreement, it appears from recent discussions with MCI's local representatives that MCI now realizes the need for an EAS traffic arrangement.

Brandenburg provides local exchange carrier ("LEC") service in limited areas in the North-Central portion of Kentucky. MCI (CLEC) apparently provides competitive LEC service in areas served by the incumbent Alltel. Alltel and Brandenburg have Extended Area Calling ("EAS") arrangements in place for calls between their respective end users located in specific exchange areas. Specifically, the end users in the Brandenburg exchanges of Radcliff and Vine Grove have EAS calling with Alltel's end users in the exchange of Elizabethtown.

MCI (CLEC) apparently negotiated and established interconnection with Alltel in Kentucky many months or years ago. Brandenburg is not a party to any agreement that MCI may have with Alltel, and Alltel does not have any authority or right to act on behalf of Brandenburg in any matters with third parties such as MCI. In entering the competitive LEC market in the Alltel service area, MCI appears to have overlooked Brandenburg's separate existence and rights. It is incumbent upon new competitive carriers to seek and to put in place complete and proper connecting carrier arrangements for the services the competitive LEC intends to provide.

With this in mind, Brandenburg is willing to consider terms and conditions under which MCI (CLEC) can provide EAS calling under technical, economic, and mutually beneficial terms and conditions similar to the existing arrangements between incumbent LECs. Brandenburg is willing to enter into an EAS arrangement(s) for the exchange of accurately defined EAS calls between end users served by MCI (CLEC) in those communities with which Brandenburg end users exchange EAS calling. Brandenburg provided a draft EAS agreement that reflects those terms. Brandenburg and other small LECs in Kentucky have already entered into EAS agreements that are either identical, or very similar, to the draft agreement that Brandenburg provided. While Brandenburg is willing to discuss terms and conditions that determine the trunking applications for what MCI now appears to suggest will be one-way traffic to MCI, the vast changes to the draft agreement proposed by MCI would not be acceptable. Implementation of the Agreement, including the establishment by MCI of trunking facilities to the meet point between Brandenburg and Bellsouth at 1960 N. Dixie Blvd., Radcliff, KY, will be the most expedient way to put in place the EAS arrangements that MCI has neglected for some time.

We can discuss those terms on another conference call scheduled at a convenient time for the parties. Please let me know your availability during the week of January 30, and I will coordinate finding a time that will work for all.

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]

Sent: Wednesday, June 04, 2008 8:43 AM

To: McGolerick, Rick (Rick)

Cc: Turner, Mark (MarkETurner)

Rick,

Pursuant to our conversation yesterday morning, we have determined that Brandenburg Telecom can provision special access DS1's from our boundary to the Windstream switch at a monthly cost of \$380.99 per T-1 and a non-recurring installation cost of \$450.00 per T-1 over which AOL dial up calls from Brandenburg Telephone Company customers can be terminated.

Thanks,

Randall Bradley

270-422-2121

Sample, Janet

From: Severy, Richard [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=WEST_CN=PAC_CN=CA606_CN=USERS_CN=RICHARD+2EB+2ESEVERY@vzcorp.com]
Sent: Friday, May 30, 2008 4:35 PM
To: john selent@dinslaw.com
Cc: Reynolds, Peter H; McGolerick, Rick (Rick)
Subject: Verizon Access's Response to Brandenburg Telephone Co.
Attachments: 0949_001.pdf

Dear Mr. Selent,

Attached is a response to your letter, dated May 22, 2008, sent on behalf of Brandenburg Telephone Company to MCImetro Access Transmission Services LLC (dba Verizon Access).

Richard Severy
richard_b.severy@verizonbusiness.com
Assistant General Counsel
Litigation and Regulatory
Verizon Business
201 Spear Street, 9th floor
San Francisco, CA 94105
Telephone: 415-228-1121
Fax: 415-228-1094

Verizon Business - global capability, personal accountability

Richard B. Severy
Associate General Counsel



201 Spear Street, 9th Floor
San Francisco, CA 94105

Phone 415 228-1121
Fax 415 228-1094
richard.b.severy@verizonbusiness.com

May 30, 2008

John E. Selent, Esquire
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202

Sent via e-mail to: john.selent@dinslaw.com

Dear Mr. Selent:

This is in response to a letter that you addressed to Peter Reynolds and others currently or previously associated with MCImetro Access Transmission Services (now known as Verizon Access), on May 22, 2008. In your letter, you request that Verizon Access enter into a traffic exchange agreement with Brandenburg Telephone Company ("Brandenburg").

At the outset, I would point out that your letter contains a number of assertions that are factually incorrect. Because Verizon Access is willing to engage in further discussions with Brandenburg, it would not be productive to respond in full at this time. However, I must emphasize that any claims that Verizon Access has been "uncommunicative" and "unilaterally decided" not to pursue a mutually-acceptable business arrangement are entirely false. In fact, Verizon Access last provided Brandenburg with a "red-lined" draft of an agreement on March 15, 2007. To date, Brandenburg has not provided any response to Verizon Access's most recent proposal. Brandenburg did ask to convene a conference call to discuss the issues, but proposed only a single date and time. Verizon Access's representatives were unable to meet on that day, but asked about Brandenburg's availability the following week. On March 26, 2007, Mr. Randall Bradley responded to Verizon Access by e-mail, stating "I will check schedules and try to get you a couple of times for next week." That was the last time Verizon Access heard from Brandenburg before receiving your letter.

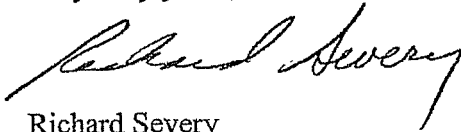
In your letter you request that Verizon Access enter into an agreement with Brandenburg "substantively identical" to one that Verizon Access entered into with South Central Rural Telephone Cooperative. We are certainly willing to discuss with Brandenburg a similar agreement. Because the terms of that earlier agreement reflect the specific circumstances of the two carriers' respective networks, further discussions with Brandenburg are needed to specify the interconnection arrangements between our two

companies. Whether you want to facilitate such discussions, or whether you want Brandenburg to contact us directly, either way is acceptable to us.

Finally, in your letter you referred generally to a ruling by the Kentucky Public Service Commission that supposedly addresses a CLEC's interconnection obligations, but you did not provide any details or cite any specific decision. If you think such a ruling is relevant or would be helpful to our further negotiations, I would appreciate receiving a copy so that we can have an understanding of your legal position.

As indicated above, Verizon Access is willing to work with Brandenburg to arrive at a mutually-acceptable arrangement. Please let Rick McGolerick (703-886-4032) or me know when Brandenburg would like to re-commence these discussions.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Richard Severy".

Richard Severy

Cc: Rick McGolerick
Peter Reynolds

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Wednesday, February 21, 2007 10:55 AM
To: McGolerick, Rick (Rick)
Cc: Monroe, John; Turner, Mark (Mark E Turner)
Subject: Windstream trunks
Attachments: MCI Metro EAS letter 02-21-071.DOC; DraftEASExhibit.doc; Drafteas.doc

Rick,

Please review the attached letter and give me a call at your convenience. Also, I will forward you the email Windstream sent Brandenburg Telephone Co. on this subject.

Randall Bradley
Brandenburg Telephone Co.
270-422-2121

BRANDENBURG TELEPHONE COMPANY

200 Telco Drive
PO Box 599
Brandenburg, KY 40108
270-422-2121

February 21, 2007

MCI Metro
Attn: Mr. Rick McGolerick

Via e-mail

Dear Mr. McGolerick:

Brandenburg Telephone Company (Brandenburg) has been inadvertently sending traffic to the MCI Metro over the Brandenburg – Windstream trunk group. Windstream has notified Brandenburg that this traffic no longer will be accepted on this trunk group as of February 26, 2007. After February 26, 2007, the only arrangement Brandenburg's customers have to reach your customers is by making long distance calls. In order for this traffic to be local to Brandenburg end users, the MCI Metro and Brandenburg will need an EAS agreement which will stipulate the need for trunks between us. I have attached our standard EAS agreement.

If you have any questions, please give me a call.

Sincerely,

Randall Bradley
Controller

RB:jh
Attachment

EXHIBIT 1

Local Service Exchange Areas Between Which Extended Area Service (EAS) Traffic
Is To Be Exchanged Pursuant to this Agreement.

This Exhibit specifies the Local Service Exchange Areas and Extended Area Services covered pursuant to the AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and KY Telephone Co ("KTC") as follows:

- I. Local Service Areas Covered by this Agreement:
 1. The ABC Local Service Exchange Area is the geographic area covering the ABC exchange as operated by Brandenburg on January 1, 2003 ("ABC") with a V&H of V=xxxx and H=yyyy.
 2. The XZY Local Service Exchange Area is the geographic area covering the XYZ exchange as operated by Brandenburg on January 1, 2003 ("XYZ") with a V&H of V=xxxx and H= yyyy.
 3. The WindstreamArea Local Service Exchange Area is the geographic area covering the WindstreamArea exchange as operated by Windstream Communications, Inc. on January 1, 2003 ("WindstreamArea") with a V&H of V=xxxx and H=yyyy.

- II. Extended Area Service Traffic Covered by this Agreement includes:
 1. ABC-WindstreamArea EAS traffic includes calls that originate in ABC (from Brandenburg NPA-NXX of XXX-XXX) and terminate in Windstream Area (to KTC NPA-NXX of XXX-XXX) and calls that originate in BELLArea (from KTC NPA-NXX of XXX-XXX) and terminate in ABC (to Brandenburg NPA-NXX of XXX-XXX).
 2. XYZ-WindstreamArea EAS traffic includes calls that originate in XYZ (from Brandenburg NPA-NXX of XXX-XXX) and terminate in WindstreamArea (to KTC NPA-NXX of XXX-XXX) and calls that originate in WindstreamArea (from KTC NPA-NXX of XXX-XXX) and terminate in XYZ (to Brandenburg NPA-NXX of XXX-XXX).

III. Designation of Points of Connection For the Delivery of EAS Traffic Pursuant to this Agreement:

THE PARTIES MUST REVISE THIS EXHIBIT I BY COMPLETING THIS SECTION III PRIOR TO THE EXCHANGE OF EAS TRAFFIC. THE PARTIES WILL COMPLETE THIS SECTION III AFTER THE PARTIES HAVE AGREED TO SPECIFIC TRUNKING ARRANGMENTS AND POINT(S) OF INTERCONNECTION.

1. For ABC-WindstreamArea EAS and XYZ-WindstreamArea EAS, the Parties agree to connect _____ using _____ by means of _____ at a meet-point located _____ in the _____ Exchange with V&H of _____.

Approved and executed this _____ day of _____, 2007.

Brandenburg Telephone Company

Kentucky Telephone Company

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Exhibit 2
Schedule of Charges for the Exchange of Extended Area Service (EAS) Traffic
Pursuant to this Agreement.

This Exhibit specifies the charges between the Parties pursuant to the AGREEMENT FOR THE EXCHANGE OF TWO-WAY EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and Cinergy Communications Company ("CCC") as follows:

RESERVED FOR FUTURE USE

Approved and executed this _____ day of _____, 2003.

Brandenburg Telephone Company, Inc.

Cinergy Communications Company

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

AGREEMENT

for the

TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of _____, 20__

Between

Brandenburg Telephone Company, Inc.

and

KY Telephone Company

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at _____ and Kentucky Telephone Co. ("KTC"), a Kentucky corporation with offices at 1515 Broadway, Paducah, Kentucky 42001 and 1419 W. Lloyd Expressway, Evansville, Indiana 47710. This Agreement may refer to either Brandenburg or KTC as a "Party" or to both Brandenburg and KTC as the "Parties."

RECITALS

WHEREAS, Brandenburg and KTC are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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, Brandenburg and KTC hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or

controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

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

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.13 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

1.14 "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

1.15 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.16 "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.17 "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic.

1.18 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.19 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.21 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.22 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

2.0 INTERPRETATION AND CONSTRUCTION

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

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

3.1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center.

3.1.4 Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number on all EAS Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

3.1.5 If a Party violates (the "Violating Party") any of the terms, warranties or

representations provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (5) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees. Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude verification traffic and 911 traffic.

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 ACCESS TRAFFIC

Notwithstanding the requirements, warranties and representations set forth in this Section 3, whenever Brandenburg delivers traffic to KTC for termination on KTC's network, if Brandenburg cannot determine, because of the manner in which KTC has utilized its NPA-NXX codes to serve End Users and information service providers, whether the traffic is between End Users in different geographic areas between which EAS calling is exchanged between the Parties pursuant to this Agreement or whether the traffic is interexchange toll or access traffic, Brandenburg will charge KTC originating intrastate exchange access service charges for the originating usage pursuant to the access charge terms, conditions, and rates that Brandenburg applies to other intraLATA toll providers. If KTC deploys NXX codes in such a manner that Brandenburg cannot determine whether the traffic delivered to Brandenburg by KTC is EAS Traffic, Brandenburg will charge terminating intrastate network access charges to KTC.

3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.

3.5.3 The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, including the compensation provisions set forth in Section 3.5.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and except for the compensation pursuant to Section 3.5.4, neither Party will owe a net due amount to the other Party for terminating ISP Traffic.

3.5.4 Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and (2) if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

3.5.5 At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.

3.6 TRUNK GROUPS

3.6.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree

to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

3.6.3 Except as provided in Subsection 3.5 above, each Party is individually responsible for the provision and maintenance of facilities within its network to the POC which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

3.9 NO COMPENSATION

Except as provided in Subsections 3.4 and 3.5.4, the Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement.

4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

5.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. Except as provided in Subsections 3.4 and 3.5 above, no non-recurring charges will apply with respect to any of the terms of this Agreement.

6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any judgement pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).

7.0 LIMITATION OF LIABILITY

7.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services,

arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of

this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

10.0 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 remains in full force and effect and is not affected unless removal of that provision results 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 will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. 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 in accordance with Section 8.0.

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

11.1.1 Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

11.1.2 KTC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or

equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

11.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

11.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

11.6 TAXES

11.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

11.6.2 Definitions

11.6.2.1 For purposes of this Subsection 11.6, the terms "taxes" and

"fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

11.6.2.2 The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

11.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

11.6.3.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

11.6.4.1 Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

11.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount,

including any interest and penalties thereon.

11.6.4.6 Notwithstanding any provision to the contrary, the purchasing Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.4.7 Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

11.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

11.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

11.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

11.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.5.7 Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.1 Because of the mutual benefits related to the subject matter of this Agreement, except for charges that arise pursuant to Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to Subsection 3.4, Subsection 3.5.5, and/or Exhibit 2, the following terms and conditions set forth in this Section 11.7 apply.

11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

11.7.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

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

11.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

11.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg

And

To: Kentucky Telephone Company
Joe McClung, President
101 Mill Street
Letichfield, KY 42754

And

Kentucky Telephone Company
Joe McClung, President
101 Mill Street
Letichfield, KY 42754

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

11.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

11.11 NO LICENSE

11.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

11.11.2 Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

11.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to

continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

11.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

11.15 ENTIRE AGREEMENT

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

11.16 COUNTERPARTS.

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2007.

Brandenburg Telephone Company, Inc.

Kentucky Telephone Co.

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date: _____

Date: _____

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Tuesday, June 03, 2008 5:11 PM
To: McGolerick, Rick (Rick)
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB

Rick,

I apologize for not getting the email to you today but I will email this to you and Mark first thing tomorrow morning.

Thanks,

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [<mailto:rick.mcgolerick@verizonbusiness.com>]
Sent: Tuesday, June 03, 2008 2:31 PM
To: Randall Bradley
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB
Importance: High

Randall - Please cc Mark.e.turner@verizonbusiness.com regarding interconnections options per my 2pm call with Allison, thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 886 - 4032

-----Original Message-----

From: Randall Bradley [<mailto:rbradley@bbtel.com>]
Sent: Monday, June 02, 2008 4:39 PM
To: McGolerick, Rick (Rick)
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB

Sounds good

-----Original Message-----

From: McGolerick, Rick (Rick) [<mailto:rick.mcgolerick@verizonbusiness.com>]
Sent: Monday, June 02, 2008 3:26 PM
To: rbradley@bbtel.com
Cc: Turner, Mark (MarkETurner); Olson, Lee M (lee)
Subject: RE: Brandenburg's Letter Requesting Interconnection with VzB
Importance: High

Please use the bridge number below.

3/30/2010

877 695 7193 Participant 336 939

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 886 - 4032

-----Original Message-----

From: rbradley@bbtel.com [mailto:rbradley@bbtel.com]
Sent: Monday, June 02, 2008 2:51 PM
To: McGolerick, Rick (Rick)
Subject: Re: Brandenburg's Letter Requesting Interconnection with VzB

10:00 tomorrow works well with us
Sent from my BlackBerry® wireless device provided by Bluegrass Cellular

-----Original Message-----

From: "McGolerick, Rick (Rick)" <rick.mcgolerick@verizonbusiness.com>

Date: Mon, 02 Jun 2008 16:27:43
To: Randall Bradley <rbradley@bbtel.com>
Cc: "Turner, Mark (MarkETurner)" <mark.e.turner@verizonbusiness.com>, "Olson, Lee M (lee)" <lee.olson@verizonbusiness.com>
Subject: Brandenburg's Letter Requesting Interconnection with VzB

Randall - I am following up on our call today regarding Brandenburg's letter dated May 22, 2008 requesting interconnection with VzB and VzB's response dated May 30, 2008. As we discussed today and stated in our May 30th response VzB is willing to consider using the MCI/South Central Rural Telephone Interconnection Agreement as a template for discussions with Brandenburg pending agreement on an interconnection point.,

VzB would like to schedule a time to discuss interconnection locations/options with Brandenburg and we are proposing the following days/times. Please let me know what day/time works best for Brandenburg.

June 3rd - Anytime between 10AM and 3PM EST
June 4th - Anytime between 10AM and 12PM EST
June 5th - Anytime between 10AM and 3PM EST
June 6th - Anytime between 10AM and 3PM EST
June 9th - Anytime between 10AM and 3PM EST
June 10th - Anytime between 10AM and 3PM EST

Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 886 - 4032

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Monday, March 26, 2007 10:42 AM
To: McGolerick, Rick (Rick)
Subject: RE: EAS agreement

Rick,

I will check schedules and try to get you a couple of times for next week.

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Monday, March 26, 2007 10:33 AM
To: Randall Bradley
Cc: Steven Watkins; Turner, Mark (Mark E Turner)
Subject: RE: EAS agreement

Randall - Unfortunately we are not available on the proposed time below. Can you please let me know your availability next week? Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, March 23, 2007 10:05 AM
To: McGolerick, Rick (Rick)
Cc: 'Steven Watkins'
Subject: EAS agreement

Rick,

We would like to set up a conference call with MCI concerning the EAS agreement. We've checked internally and Wednesday, March 28th at 10:00 a.m. works well with us. Would MCI be available at this time?

Randall Bradley
270-422-2121

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Monday, February 06, 2006 10:02 AM
To: Randall Bradley
Subject: RE: Conf Call

Randall – Any estimate on when we will be getting feedback from you all?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, January 25, 2006 4:23 PM
To: 'Rick McGolerick'
Cc: 'Mark Turner'; 'John Monroe'; 'Steven Watkins'
Subject: RE: Conf Call

Rick,

Tuesday, January 31st at 3:00 p.m. E.S.T. works for Brandenburg.

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Wednesday, January 25, 2006 3:14 PM
To: 'Randall Bradley'
Cc: Mark Turner; John Monroe
Subject: Conf Call
Importance: High

Randall – We are available anytime before 4PM EST on Monday and Tuesday. Please let me know what day and time works for you. We will be using the bridge number below, thanks.

USA Toll Free Number: 877-695-7193
USA Toll Number: +1-712-421-2518
VNET Number: 333-1808
PARTICIPANT PASSCODE: 336939

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, January 25, 2006 11:55 AM
To: 'Rick McGolerick'
Subject:

Attached is Brandenburg Telephone Company's letter per our conference call.

Randall Bradley

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Wednesday, January 25, 2006 4:23 PM
To: McGolerick, Rick (Rick)
Cc: Turner, Mark (MarkETurner); John Monroe; Steven Watkins
Subject: RE: Conf Call
Rick,

Tuesday, January 31st at 3:00 p.m. E.S.T. works for Brandenburg.

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Wednesday, January 25, 2006 3:14 PM
To: 'Randall Bradley'
Cc: Mark Turner; John Monroe
Subject: Conf Call
Importance: High

Randall – We are available anytime before 4PM EST on Monday and Tuesday. Please let me know what day and time works for you. We will be using the bridge number below, thanks.

USA Toll Free Number: 877-695-7193
USA Toll Number: +1-712-421-2518
VNET Number: 333-1808
PARTICIPANT PASSCODE: 336939

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, January 25, 2006 11:55 AM
To: 'Rick McGolerick'
Subject:

Attached is Brandenburg Telephone Company's letter per our conference call.

Randall Bradley

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Thursday, February 09, 2006 8:15 AM
To: Randall Bradley; Mark Turner
Subject: RE: Conf Call

Randall – can you please provide an estimated timeframe on when we will see a response from Brandenburg. I can't keep telling our customer that we are waiting for response with no expected delivery date. Thanks.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Tuesday, February 07, 2006 4:36 PM
To: 'Rick McGolerick'
Subject: RE: Conf Call

Steve and I are currently working on the changes. We should have something to you soon. Thanks.

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Monday, February 06, 2006 10:02 AM
To: 'Randall Bradley'
Subject: RE: Conf Call

Randall – Any estimate on when we will be getting feedback from you all?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, January 25, 2006 4:23 PM
To: 'Rick McGolerick'
Cc: 'Mark Turner'; 'John Monroe'; 'Steven Watkins'
Subject: RE: Conf Call

Rick,

Tuesday, January 31st at 3:00 p.m. E.S.T. works for Brandenburg.

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Wednesday, January 25, 2006 3:14 PM
To: 'Randall Bradley'
Cc: Mark Turner; John Monroe
Subject: Conf Call
Importance: High

Randall – We are available anytime before 4PM EST on Monday and Tuesday. Please let me know what day and time works for you. We will be using the bridge number below, thanks.

USA Toll Free Number: 877-695-7193
USA Toll Number: +1-712-421-2518
VNET Number: 333-1808

PARTICIPANT PASSCODE: 336939

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]

Sent: Wednesday, January 25, 2006 11:55 AM

To: 'Rick McGolerick'

Subject:

Attached is Brandenburg Telephone Company's letter per our conference call.

Randall Bradley

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Wednesday, June 04, 2008 3:37 PM
To: McGolerick, Rick (Rick)
Subject: RE: DS3 Price Quote

Rick,

Brandenburg Telecom does not have enough extra capacity for a DS-3. If you would need a DS-3, you would need to bring the DS-3 into our Radcliff office. How many T-1's are you expecting to need in order to handle your traffic?

Thanks,

Randall

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Wednesday, June 04, 2008 11:39 AM
To: Randall Bradley
Subject: DS3 Price Quote
Importance: High

Randal – Can you please provide a price quote for a DS3? Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 886 - 4032



From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, June 04, 2008 8:43 AM
To: McGolerick, Rick (Rick)
Cc: Turner, Mark (MarkETurner)
Subject:

Rick,

Pursuant to our conversation yesterday morning, we have determined that Brandenburg Telecom can provision special access DS1's from our boundary to the Windstream switch at a monthly cost of \$380.99 per T-1 and a non-recurring installation cost of \$450.00 per T-1 over which AOL dial up calls from Brandenburg Telephone Company customers can be terminated.

Thanks,

Randall Bradley
270-422-2121

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Wednesday, February 21, 2007 4:16 PM
To: McGolerick, Rick (Rick)
Subject: RE: EAS - Document Needs to Be Updated

Rick,

I didn't see the diagram of the point of connection. Can you please resend?

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Wednesday, February 21, 2007 3:43 PM
To: Randall Bradley
Cc: Turner, Mark (Mark E Turner); Olson, Lee M (lee); Monroe, John
Subject: FW: EAS - Document Needs to Be Updated
Importance: High

Randall – Please see the attached document per your request. I am also including the diagram that shows MCI's proposed point of connection.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@mci.com]
Sent: Thursday, April 06, 2006 9:03 AM
To: 'Steven Watkins'; 'Randall Bradley'
Cc: Mark Turner; John Monroe (john.monroe@mci.com)
Subject: RE: EAS - Document Needs to Be Updated
Importance: High

Randall – I need to have Brandenburg's proposed changes incorporated into the redlined document we sent you. If you could please do this and send back to me ASAP I would appreciate it.

-----Original Message-----

From: Steven Watkins [mailto:sewatkins@Independent-Tel.com]
Sent: Tuesday, April 04, 2006 2:13 PM
To: Rick McGolerick
Cc: 'Randall Bradley'
Subject: Re: EAS

On behalf of Brandenburg, I am attaching a set of discussion notes regarding provisions of the draft EAS agreement. We can use this list for our call on Wednesday.

Steven Watkins
Telecommunications Management Consultant

Rick McGolerick wrote:

Randall / Steven – Will we be getting a redline back before our call on Friday?

-----Original Message-----

From: Randall Bradley [<mailto:rbradley@bbtel.com>]

Sent: Thursday, February 09, 2006 2:22 PM

To: 'Rick McGolerick'

Cc: 'Steven Watkins'

Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Friday, April 07, 2006 3:51 PM
To: Randall Bradley; Steven Watkins
Cc: Turner, Mark (MarkETurner); John Monroe
Subject: RE: EAS - Document Needs to Be Updated

Randall – Yes, please update the ICA document and send back to me. I would expect that this can be done no later than 4/21/06 per your email below.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, April 07, 2006 3:29 PM
To: 'Rick McGolerick'; 'Steven Watkins'
Cc: 'Mark Turner'; 'John Monroe'
Subject: RE: EAS - Document Needs to Be Updated

Rick,

I had several things going this week and most of next week is accounted for. If MCI wants Brandenburg to do this, it could take up to two weeks for me to get this done. Let me know what you want us to do.

Randall

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Thursday, April 06, 2006 9:03 AM
To: 'Steven Watkins'; 'Randall Bradley'
Cc: Mark Turner; John Monroe
Subject: RE: EAS - Document Needs to Be Updated
Importance: High

Randall – I need to have Brandenburg's proposed changes incorporated into the redlined document we sent you. If you could please do this and send back to me ASAP I would appreciate it.

-----Original Message-----

From: Steven Watkins [mailto:sewatkins@Independent-Tel.com]
Sent: Tuesday, April 04, 2006 2:13 PM
To: Rick McGolerick
Cc: 'Randall Bradley'
Subject: Re: EAS

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Steven Watkins
Telecommunications Management Consultant

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Randall / Steven – Will we be getting a redline back before our call on Friday?

-----Original Message-----

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Sent: Thursday, February 09, 2006 2:22 PM

To: 'Rick McGolerick'

Cc: 'Steven Watkins'

Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Thursday, April 06, 2006 9:03 AM
To: Steven Watkins; Randall Bradley
Cc: Mark Turner; john.monroe@mci.com
Subject: RE: EAS - Document Needs to Be Updated
Importance: High

Attachments: Notes 4-041.doc; EAS Agreement Brandenburg and MCI ver RM 02-23-063.doc

Randall – I need to have Brandenburg's proposed changes incorporated into the redlined document we sent you. If you could please do this and send back to me ASAP I would appreciate it.

-----Original Message-----

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Sent: Tuesday, April 04, 2006 2:13 PM
To: Rick McGolerick
Cc: 'Randall Bradley'
Subject: Re: EAS

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Steven Watkins
Telecommunications Management Consultant

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Randall / Steven – Will we be getting a redline back before our call on Friday?

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Sent: Thursday, February 09, 2006 2:22 PM
To: 'Rick McGolerick'
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Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

DISCUSSION NOTES (subject to change):

1. Intro Section: Change name of Company for MCI. Closed.
2. Section 1.17 -- Additional sentence "The POC is where the financial responsibility of each Party begins." MCI's language is somewhat ambiguous. Brandenburg would suggest "Each Party shall be financially responsible for the cost of the facilities on its respective side of the POC."
3. Section 2.2 -- MCI wants to delete sentence that would reference tariffs that might apply to the terms of the agreement. OPEN until the parties determine whether the sentence is applicable, or not. The language only states "any" tariff that may govern the exchange of EAS. If no tariff, then no implication, if a tariff, then it needs to be included.
4. Section 3.1.3 -- Brandenburg cannot agree to delete this section. Brandenburg would consider making the following changes to the provision:
 - 3.1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the ~~arbitrage and/or circumvention~~ of the application of intrastate Intrastate or Interstate access charges by the other Party. Neither Party shall resell or bridge ~~including, but not limited to, the resale or bridging of~~ EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or assign ~~the assignment of~~ NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center.
5. Section 3.1.4 -- For discussion purposes, consider the following language:
 - 3.1.4 Both Parties warrant **and represent?** that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to Sections 3.1.4.1, 3.1.4.2, and 3.1.4.3, provide Calling Party Number, ~~where available,~~ on all ~~EAS~~-Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.
 - 3.1.4.1 Each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the Customer's billing number. The Parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number.
 - 3.1.4.2 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party.

3.1.4.3 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than ninety-five percent (95%) the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than ninety-five percent (95%) that can be identified. If traffic delivered by one Party to the other Party has CPN on fewer than ninety-five percent (95%) of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the ninety-five percent (95%) threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have thirty (30) days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within thirty (30) days of the written notice to bring the delivered traffic without CPN to fewer than five percent (5%) of total calls, the Terminating Party will bill all traffic without CPN as intrastate Access traffic until such time as the traffic without CPN is fewer than five percent (5%) of total traffic.

6. Section 3.1.5 - After review with legal, Brandenburg sees no reason to remove the word "representation."

7. Section 3.1.5 - MCI wants to change the time to cure a violation from 5 days to 15 days. OPEN pending resolution of other terms.

8. Section 3.2 -- Section 3.2, Brandenburg proposes to modify the next to last sentence, as follows:

Local Internet Traffic shall be treated pursuant to the terms of Section 3.5.

The last sentence in Section 3.2 should remain as originally proposed.

9. Section 3.4

Add new definition

x.xx "Foreign Exchange Service" is a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different Rate Center Area ("Foreign Exchange Area"). Tariffed Foreign Exchange Service provides the Customer with a private line interexchange circuit from the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number associated with the Foreign Exchange Area. A Customer's Home Exchange Area and Foreign Exchange Area must be both within the same LATA and within the Commonwealth of Kentucky.

Add to Section 1.9:

For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as Local Traffic based on whether the Foreign Exchange Area is within the local calling scope as set forth in this definition.

Add to Section 3.1.3 (see above)

; except that where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a NPA-NXX associated with the Foreign Exchange Area and the Customer will be deemed to be obtaining local exchange service in the Foreign Exchange Area.

Add to Section 3.1.4 after the (a) clause

including, where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a telephone number associated with the Foreign Exchange Area

Also need to make certain that application of access charges is defined as intrastate and interstate access tariffs.

Section 3.4 would be deleted and in its place the following sentence would be added to the end of Section 3.1.4 as follows:

If either Party violates Section 3.1.2, 3.1.3, above, or this Section 3.1.4, the other Party shall be entitled to charge originating and terminating access charges, as appropriate, for traffic associated with such violations.

10. Section 3.5:

The following definition should be inserted in addition to "ISP Traffic"

x.xx "Local Internet Traffic" means any ISP traffic that is originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within Brandenburg's same mandatory local calling scope area established and defined by the Commission for EAS calling purposes ("Local Internet Traffic"). Therefore Local Internet Traffic, for purposes of this Agreement, includes calls originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within the EAS calling area of the originating End User.

And then the entire original Section 3.5 should be changed as follows:

3.5 TREATMENT OF LOCAL INTERNET ~~INFORMATION SERVICE PROVIDER~~ TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, Some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat Local Internet ~~ISP~~ Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of Local Internet ~~ISP~~ Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which any ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Local Internet ~~ISP~~ Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Local Internet ~~ISP~~ Traffic between the Parties.

3.5.3 The compensation terms in this Section 3.5.3 are applicable solely under the condition that MCI establishes a POC with Brandenburg at Brandenburg's Radcliff Tandem office for purposes of the exchange of traffic within the scope of this agreement. The Parties agree that the mutual provisions and

relative obligations pursuant to this Section 3.5, including the compensation provisions set forth in Section 3.5.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and except for the compensation pursuant to Section 3.5.4, and neither Party will owe a net due amount to the other Party for terminating Local Internet ISP Traffic.

~~3.5.4~~—Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and Local Internet ISP Traffic: (1) each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1 to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected (“ISP Serving Party”) will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and (2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1. ~~if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected (“ISP Serving Party”) will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.~~

~~3.5.5~~—At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.

11. Section 3.6.3 may be changed to delete the intro phrase and to include the reference to exhibit phrase.

12. Section 3.9 should be changed as follows:

3.9 NO COMPENSATION

Except as provided in Section 3.1, ~~the~~ ~~Except as provided in Subsections 3.4 and 3.5.4, t~~he Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of EAS Traffic ~~traffic~~ within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, the establishment of the POC as set forth in Exhibit 1, and all other terms and conditions set forth in this Agreement.

13. Changes to Section 5.0 OK.

14. Section 6.2 to be reviewed by legal. Provision should not be deleted. The MCI proposed changes are not conceptually sound.

15. Section 6.3 should not be deleted. Subject to review by legal. Provision should not be deleted. This is standard language.

16. Section 7.0 changes proposed by MCI subject to review by legal. Provision should remain as originally proposed.

17. Section 11.1.2 note changes regarding company name.

18. Section 11.4.1 subject to review by legal. Standard language, no reason to make change.
19. Section 11.7.1, the exception phrases should be changed to: "except for charges that may arise pursuant to Section 3.1" in both sentences.
20. Section 11.8, thirty days is agreeable.

AGREEMENT

for the

TRANSPORT AND TERMINATION OF
EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of _____, 20__

Between

Brandenburg Telephone Company, Inc.

and

MCI

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at _____ and MCImetro Access Transmission Services, L.L.C. ("MCI"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147. This Agreement may refer to either Brandenburg or MCI as a "Party" or to both Brandenburg and MCI as the "Parties."

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Deleted: 1515 Broadway, Paducah, Kentucky 42001 and 1419 W. Lloyd Expressway, Evansville, Indiana 47710

RECITALS

WHEREAS, Brandenburg and MCI are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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, Brandenburg and MCI hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

- 1.1 "Act" means the Communications Act of 1934, as amended.
- 1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or

controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

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

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.13 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

1.14 "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

1.15 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.16 "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.17 "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic. The POC is where the financial responsibility of each Party begins

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1.18 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.19 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.21 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.22 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules are deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of Brandenburg, MCI or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any

successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

Deleted: Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic.

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

3.1.3

3.1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number, where available, on all EAS Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

Deleted: Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center

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3.1.5 If a Party violates (the "Violating Party") any of the terms or warranties provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (15) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other

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information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees.

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 ACCESS TRAFFIC

Deleted: Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude verification traffic and 911 traffic

Deleted: Notwithstanding the requirements, warranties and representations set forth in this Section 3, whenever Brandenburg delivers traffic to MCI for termination on MCI's network, if Brandenburg cannot determine, because of the manner in which MCI has utilized its NPA-NXX codes to serve End Users and information service providers, whether the traffic is between End Users in different geographic areas between which EAS calling is exchanged between the Parties pursuant to this Agreement or whether the traffic is interexchange toll or access traffic, Brandenburg will charge MCI originating intrastate exchange access service charges for the originating usage pursuant to the access charge terms, conditions, and rates that Brandenburg applies to other intraLATA toll providers. If MCI deploys NXX codes in such a manner that Brandenburg cannot determine whether the traffic delivered to Brandenburg by MCI is EAS Traffic, Brandenburg will charge terminating intrastate network access charges to MCI.¶

3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, ~~ISP Traffic will be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties will treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.~~

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3.5.3 The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, ~~represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, neither Party will owe a net due amount to the other Party for terminating ISP Traffic.~~

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Deleted: including the compensation provisions set forth in Section 3.5.4
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3.5.4 Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1,(2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1.

Deleted: to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and

3.5.5 At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.

Deleted: if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

3.6 TRUNK GROUPS

3.6.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

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3.6.3 Each Party is individually responsible for the provision and maintenance of

facilities within its network to the POC as identified and shown in Exhibit 1 which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

3.9 NO COMPENSATION

The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement.

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4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

5.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. No non-recurring charges will apply with respect to any of the terms of this Agreement.

Deleted: Except as provided in Subsections 3.4 and 3.5 above,

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6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not

limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any non-monetary judgment pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

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Deleted: 6.3. In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).¶

7.0 LIMITATION OF LIABILITY

7.1 The providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledged that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the

Deleted: Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, t

Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

10.0 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 remains in full force and effect and is not affected unless removal of that provision results 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 will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. 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 in accordance with Section 8.0.

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

11.1.1 Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to

execute and deliver this Agreement and to perform the obligations hereunder.

11.1.2 MCI is a ~~limited liability company~~ duly organized, validly existing and in good standing under the laws of the ~~State of Delaware~~, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

Deleted: corporation

Deleted: Commonwealth of Kentucky

11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and

Deleted: including trade secret information,

not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

11.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

11.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

11.6 TAXES

11.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

11.6.2 Definitions

11.6.2.1 For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

11.6.2.2 The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

11.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

11.6.3.2 Taxes and fees imposed on the purchasing Party, which are not

required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

11.6.4.1 Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

11.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

11.6.4.6 Notwithstanding any provision to the contrary, the purchasing Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.4.7 Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

11.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

11.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

11.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

11.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.5.7 Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.1 Because of the mutual benefits related to the subject matter of this Agreement, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to this Agreement, the following terms and conditions set forth in this Section 11.7 apply.

Deleted: except for charges that arise pursuant to Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2,

Deleted: Subsection 3.4, Subsection 3.5.5, and/or Exhibit 2

11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

11.7.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

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

11.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

11.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute within thirty (30) days, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

Deleted: In a reasonable time

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or

first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg Telephone Company, Inc.
Allison T. Willoughby
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

And

Randall Bradley
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

To: MCI

And

MCI

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

11.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

11.11 NO LICENSE

11.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

11.11.2 Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

11.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

11.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

11.15 ENTIRE AGREEMENT

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

11.16 COUNTERPARTS.

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2005.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date: _____

Date: _____

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Wednesday, February 21, 2007 4:24 PM
To: Randall Bradley
Subject: RE: EAS - Document Needs to Be Updated
Attachments: BRANDENBURGm 3 28 06s.ppt

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, February 21, 2007 4:16 PM
To: McGolerick, Rick (Rick)
Subject: RE: EAS - Document Needs to Be Updated

Rick,

I didn't see the diagram of the point of connection. Can you please resend?

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolesrick@verizonbusiness.com]
Sent: Wednesday, February 21, 2007 3:43 PM
To: Randall Bradley
Cc: Turner, Mark (Mark E Turner); Olson, Lee M (lee); Monroe, John
Subject: FW: EAS - Document Needs to Be Updated
Importance: High

Randall – Please see the attached document per your request. I am also including the diagram that shows MCI's proposed point of connection.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolesrick@mci.com]
Sent: Thursday, April 06, 2006 9:03 AM
To: 'Steven Watkins'; 'Randall Bradley'
Cc: Mark Turner; John Monroe (john.monroe@mci.com)
Subject: RE: EAS - Document Needs to Be Updated

3/30/2010

Importance: High

Randall -- I need to have Brandenburg's proposed changes incorporated into the redlined document we sent you. If you could please do this and send back to me ASAP I would appreciate it.

-----Original Message-----

From: Steven Watkins [mailto:sewatkins@Independent-Tel.com]
Sent: Tuesday, April 04, 2006 2:13 PM
To: Rick McGolerick
Cc: 'Randall Bradley'
Subject: Re: EAS

On behalf of Brandenburg, I am attaching a set of discussion notes regarding provisions of the draft EAS agreement. We can use this list for our call on Wednesday.

Steven Watkins
Telecommunications Management Consultant

Rick McGolerick wrote:
Randall / Steven – Will we be getting a redline back before our call on Friday?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, February 09, 2006 2:22 PM
To: 'Rick McGolerick'
Cc: 'Steven Watkins'
Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

Sample, Janet

From: McGolerick, Rick [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Thursday, February 04, 2010 1:58 PM
To: Randall Bradley
Cc: Turner, Mark (MarkETurner)
Subject: RE: eas agreement

Randall – Go ahead and redline the SCRTC agreement and send to us for review/redlines. Thanks.

Rick McGolerick
Verizon Services Operations
Proj/Prog Mgmt Contracts
703-886-4032

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, February 03, 2010 4:41 PM
To: McGolerick, Rick
Subject: eas agreement

Rick,

Brandenburg Telephone Co. plans to use the SCRTC agreement with MCI Metro for the template of our new agreement with Verizon. If you agree this, please let me know and we will have something to you quickly.

Thanks,

Randall Bradley
Brandenburg Telephone Co.
270-422-2121

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Monday, March 26, 2007 10:42 AM
To: McGolerick, Rick (Rick)
Subject: RE: EAS agreement

Rick,

I will check schedules and try to get you a couple of times for next week.

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Monday, March 26, 2007 10:33 AM
To: Randall Bradley
Cc: Steven Watkins; Turner, Mark (Mark E Turner)
Subject: RE: EAS agreement

Randall – Unfortunately we are not available on the proposed time below. Can you please let me know your availability next week? Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, March 23, 2007 10:05 AM
To: McGolerick, Rick (Rick)
Cc: 'Steven Watkins'
Subject: EAS agreement

Rick,

We would like to set up a conference call with MCI concerning the EAS agreement. We've checked internally and Wednesday, March 28th at 10:00 a.m. works well with us. Would MCI be available at this time?

Randall Bradley
270-422-2121

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Monday, March 26, 2007 10:33 AM
To: Randall Bradley
Cc: Steven Watkins; Turner, Mark (Mark E Turner)
Subject: RE: EAS agreement

Randall – Unfortunately we are not available on the proposed time below. Can you please let me know your availability next week? Thanks.

*Rick McGolerick,
National Carrier Contracts and Initiatives
(703) 749-7338*



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, March 23, 2007 10:05 AM
To: McGolerick, Rick (Rick)
Cc: 'Steven Watkins'
Subject: EAS agreement

Rick,

We would like to set up a conference call with MCI concerning the EAS agreement. We've checked internally and Wednesday, March 28th at 10:00 a.m. works well with us. Would MCI be available at this time?

Randall Bradley
270-422-2121

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Friday, March 02, 2007 11:06 AM
To: McGolerick, Rick (Rick)
Cc: Steven Watkins
Subject: RE: eas agreement

Rick,

There should be a definition for Local Internet Traffic (this concept was added somewhere along the way, and apparently the definition was not added here). That definition should be:

"Local Internet Traffic" means any ISP traffic that is originated by a Customer of one Party, delivered to the other Party, and terminated by the other Party to an ISP within Brandenburg's EAS calling area(s). For purposes of this Agreement, Local Internet Traffic includes ISP Traffic between the specific Local Exchange Areas as set forth in Exhibit 1 to this Agreement. For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as EAS based on whether the Foreign Exchange Area is within the EAS calling scope as defined in this Agreement.

Regarding what was the original language regarding the cost of additional trunking (presumably to service one-way traffic to ISPs) included in Section 3.5.4, that specific provision was deleted because all of the terms have been adjusted to reflect the fact that the Point of Interconnection will be at the Radcliff tandem (Brandenburg would not incur additional trunking costs to be addressed by the now deleted phrase). In that case, as the language of the latest version states, each party is responsible for the facilities on their side of the POC and the additional cost of trunking concept is not needed.

Let me know if there is additional clarification needed or any more questions.

Thanks,

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolesrick@verizonbusiness.com]
Sent: Wednesday, February 28, 2007 3:03 PM
To: Randall Bradley
Subject: RE: eas agreement

Randall -- In the document you sent back to me "Local Internet Traffic" is not defined. Can you please define or should that term be removed? Also, in the pre redline agreement you sent there was language referencing compensation for the cost of additional trunking facilities (Section 3.5.4). Please send me a breakdown of what these costs are?

Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338

3/30/2010



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]

Sent: Friday, February 23, 2007 11:00 AM

To: McGolerick, Rick (Rick)

Cc: 'Steven Watkins'

Subject: eas agreement

Rick,

Thanks for the diagram you sent Wednesday afternoon. Attached is the agreement that we've redlined that should incorporate our previous discussions. If you have any questions, please give me a call.

Thanks,

Randall
270-422-2121

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Wednesday, February 28, 2007 3:03 PM
To: Randall Bradley
Subject: RE: eas agreement

Randall – In the document you sent back to me "Local Internet Traffic" is not defined. Can you please define or should that term be removed? Also, in the pre redline agreement you sent there was language referencing compensation for the cost of additional trunking facilities (Section 3.5.4). Please send me a breakdown of what these costs are?

Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, February 23, 2007 11:00 AM
To: McGolerick, Rick (Rick)
Cc: 'Steven Watkins'
Subject: eas agreement

Rick,

Thanks for the diagram you sent Wednesday afternoon. Attached is the agreement that we've redlined that should incorporate our previous discussions. If you have any questions, please give me a call.

Thanks,

Randall
270-422-2121

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Monday, January 23, 2006 3:27 PM
To: McGolerick, Rick (Rick)
Cc: Turner, Mark (MarkETurner)
Subject: RE: EAS Agreement and BLOCKING
Rick,

I have a draft of our response back to concerning the EAS agreement. I'm awaiting one person's review of the draft before I can get it to you. I'll send it over to you as soon as this review is completed. Thanks.

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Friday, January 20, 2006 2:11 PM
To: 'Randall Bradley'
Cc: Mark Turner
Subject: RE: EAS Agreement and BLOCKING
Importance: High

Randall – Following up our call yesterday. When can we expect a response regarding the EAS agreement? More importantly though, our customer is still receiving complaints regarding blocking that has been going on since September. We need an interim solution while the agreement is being worked out. Can you please respond ASAP? Thanks.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, September 08, 2005 9:31 AM
To: rick.mcgolerick@mci.com
Subject: EAS Agreement

Rick,

Attached is our standard EAS agreement that we have with several providers. After review, please give me a call if you have any questions. Thanks.

Randall Bradley
270-422-2121
270-422-4448 Fax

Brandenburg Telephone Co.
200 Telco Drive
Brandenburg, KY 40108

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Friday, February 05, 2010 1:07 PM
To: McGolerick, Rick
Subject: FW: eas agreement
Attachments: Adoption Agreement between Verizon Business and Brandenburg Telephone.DOC; SCRTC Local One-way Agreement FINAL.doc

Rick,

I didn't attach the MCI Metro – South Central Agreement previously. Attached to this email is that agreement.

If you have any questions, please let me know.

Thanks,

Randall

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, February 05, 2010 1:03 PM
To: 'McGolerick, Rick'
Subject: RE: eas agreement

Rick,

Please see the letter attached and the electronic copy of the MCI – South Central agreement. This letter is what we propose in order to finalize the agreement between Verizon Business and Brandenburg Telephone Co.

Thanks,

Randall

From: McGolerick, Rick [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Thursday, February 04, 2010 1:58 PM
To: Randall Bradley
Cc: Turner, Mark (MarkETurner)
Subject: RE: eas agreement

Randall – Go ahead and redline the SCRTC agreement and send to us for review/redlines. Thanks.

Rick McGolerick
Verizon Services Operations
Proj/Prog Mgmt Contracts
703-886-4032

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, February 03, 2010 4:41 PM

3/30/2010

To: McGolerick, Rick
Subject: eas agreement

Rick,

Brandenburg Telephone Co. plans to use the SCRTC agreement with MCI Metro for the template of our new agreement with Verizon. If you agree this, please let me know and we will have something to you quickly.

Thanks,

Randall Bradley
Brandenburg Telephone Co.
270-422-2121

3/30/2010

**AGREEMENT FOR
FACILITIES-BASED NETWORK INTERCONNECTION FOR
EXCHANGE OF INFORMATION SERVICE PROVIDER TRAFFIC BETWEEN
MCImetro ACCESS TRANSMISSION SERVICES, LLC AND
BRANDBURG TELEPHONE COMPANY**

This Agreement for Facilities-Based Network Interconnection for Exchange of Information Service Provider Traffic (the "Agreement") is made by and between MCImetro Access Transmission Services, LLC, a Delaware limited liability company ("Verizon"), and Brandenburg Telephone Company, a Kentucky corporation ("Brandenburg Telephone") (Verizon and Brandenburg Telephone may be hereinafter collectively referred to as the "Parties" and each individually as a "Party").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Verizon and Brandenburg Telephone hereby covenant and agree as follows:

1. This Agreement hereby incorporates by reference, in its entirety, the rates, terms and conditions of that certain Agreement for Facilities-Based Network Interconnection for Exchange of Information Service Provider Traffic ("Adopted Agreement") (attached hereto as Exhibit "A"), effective as of July 10, 2007, by and between MCI Access Transmission Services, LLC ("MCI") and South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC") and any and all existing amendments to said Adopted Agreement as of the date of the execution of this Agreement, subject to the following:
 - (a) All references in the Adopted Agreement to "MCI" are deemed to be references to Verizon, and all references in the Adopted Agreement to "SCRTC" are deemed to be references to Brandenburg Telephone;
 - (b) All notices provided to Brandenburg Telephone under this Agreement shall be provided to:

Brandenburg Telephone Company
Attn: Allison Willoughby
200 Telco Drive
Brandenburg, KY 40108

All notices provided to Verizon under this Agreement shall be provided to the individual(s) identified as the contact(s) for MCI in the Adopted Agreement.
 - (c) This Agreement shall be deemed effective as of the last date of signature of this Agreement; and
 - (d) The first grammatical sentence of the initial section 8.2 in the Adopted

Agreement shall be replaced with the following language:

"The initial term of this Agreement shall be two (2) years from the effective date and shall then automatically renew on a year-to-year basis thereafter."

(e) Sections A and B of Appendix 1 to the Adopted Agreement shall be modified and amended as follows:

A. Exchange Areas Served by Brandenburg Telephone:

Radcliff, Vine Grove

Exchange Areas Served by Verizon:

Elizabethtown

B. POC Identification

For ISP Traffic originated by Brandenburg Telephone Customers and delivered to CLEC ISP Customers, the Parties will interconnect at V=6628, H=2747, which is at a meetpoint on the service territory border between Brandenburg Telephone and Windstream Kentucky East, LLC.

2. The Parties further agree that Brandenburg Telephone shall submit this Agreement to the Kentucky Public Service Commission for approval pursuant to applicable law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

For MCI metro Access Transmission Services, LLC ("Verizon")

For Brandenburg Telephone Company ("Brandenburg Telephone")

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT

for

FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Effective as of _____, 2007

Between

MCI Access Transmission Services, LLC

and

South Central Rural Telephone Cooperative Corporation, Inc.

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AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Pursuant to this Agreement for Facilities-Based Network Interconnection for Exchange of Information Service Provider Traffic ("Agreement"), South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC") a Kentucky corporation with offices at 1399 Happy Valley Rd., Glasgow KY 42141 and MCImetro Access Transmission Services LLC ("CLEC"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147 will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, SCRTC and CLEC are local exchange carriers authorized to provide Telecommunications Services in the State of Kentucky;

WHEREAS, the Parties desire to interconnect their respective network facilities to provide for the exchange of ISP Traffic originated by an SCRTC Customer to a CLEC ISP Customer.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations, terms and conditions under which they will interconnect their networks and provide services as set forth herein.

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

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is as defined in the Act.

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

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.4 "Commission" means the Kentucky Public Service Commission.

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

1.6 "Customer" means a residential or business user of Telecommunications Services that is provided by either of the Parties.

1.7 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.8 "DS3" is a digital signal rate of 44.736 Mbps.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Information Service" is as defined in the Act.

1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider that provides information services.

1.12 "ISP Traffic" means the one-way origination and exchange of traffic between SCRTC and CLEC that occurs when an SCRTC Customer originates a call to a CLEC ISP Customer.

1.13 "Interconnection" means the linking of the CLEC and SCRTC networks for the exchange of traffic.

1.14 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.15 "Local Service Exchange Area" is a specific geographic service area to which NPA-NXXs are assigned and a Party offers Telecommunications Services to its Customers.

1.16 "Point of Connection," or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of ITC, where the Parties connect their networks for the exchange of ISP Traffic.

1.17 "NPA-NXX" means a numbering plan area code (NPA) and valid three-digit code within that area code which appears as the first three digits of a seven digit telephone number (NXX) with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes which may come into common usage in the future.

1.18 "Party" means either SCRTC or CLEC, and "Parties" means SCRTC and CLEC.

1.19 "Telecommunications" is as defined in the Act.

1.20 "Telecommunications Carrier" is as defined in the Act.

1.21 "Telecommunications Service" is as defined in the Act.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CLEC, SCRTC or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such referenced materials as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 This Agreement is limited to the provision of delivery of services defined herein. Other services may be purchased by CLEC pursuant to applicable tariff. In such case, the terms of the applicable tariff will apply.

3.0 SCOPE

3.1 This Agreement sets forth the terms and conditions under which the Parties agree to interconnect their networks and exchange ISP Traffic.

3.2 This Agreement applies only to the exchange of ISP Traffic between SCRTC and CLEC when an SCRTC Customer originates a call to an ISP Customer served by CLEC.

3.3 This Agreement applies only to the exchange of ISP Traffic over the Parties' network facilities (which may include facilities leased from third-parties) that are interconnected at a POC located at either the boundary of, or within, an SCRTC Local Service Exchange Area identified in Appendix 1.

3.4 Both Parties agree to exchange only ISP Traffic within the scope of this Agreement at the POC location(s) as specified in Appendix 1.

3.5 This Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its Customers to the end users of a third party Telecommunications Carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. Neither Party shall provide an intermediary or transit function for the connection of the end users of a third party Telecommunications Carrier to the Customers of the other Party without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party.

3.6 Nothing in this Agreement is intended to affect the obligations of the Parties with respect to the exchange of traffic not the subject of this Agreement.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection

4.1.1 The Parties agree to interconnect their respective networks at the POC(s) identified in Appendix 1. With respect to each POC that is established, SCRTC shall deliver to such POC all ISP Traffic subject to this Agreement that originates within the SCRTC exchanges defined in Appendix 1.

4.1.2 CLEC agrees to deploy NPA/NXXs within Local Service Exchange Areas consistent with the LERG, Commission approved extended area service ("EAS") designations and industry standards. SCRTC Local Service Exchange Areas and the Local Service Exchange Areas of other LECs with which the end users in the originating SCRTC location have non-optional, unlimited, flat-rated EAS calling are set forth in SCRTC's applicable intrastate local service tariff.

4.1.3 The Parties agree that the ISP Traffic subject to this Agreement is limited to ISP Traffic from an SCRTC Customer to a CLEC NPA/NXX assigned to either an SCRTC Local Service Exchange Area or to the Local Service Exchange Area of another LEC with which end users in the originating SCRTC location have non-optional, unlimited, flat rated EAS calling. SCRTC agrees to provide its Customers local dialing/non-toll calling treatment regarding calls to such CLEC NPA/NXXs.

4.1.4 The Parties will cooperate fully in identifying ISP traffic originated by SCRTC Customers to ISP Customers served by CLEC to insure compliance with this Agreement.

4.2 Treatment of One-Way Originated ISP Traffic

SCRTC asserts that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. SCRTC further asserts that the long-term resolution of issues related to the exchange of traffic involving an ISP will affect both Parties and may necessitate modification to this Agreement. In recognition of these factors, SCRTC agrees to exchange ISP Traffic in the manner described in this Agreement subject to amendment upon written agreement of the Parties.

4.3 Signaling

The Parties shall interconnect their SS7 Common Channel Signaling ("CCS") networks either directly or through third parties. The Parties shall exchange all appropriate CCS messages including Transaction Capability User Part ("TCAP") messages that are necessary to provide call management features if such functionality is deployed in both Parties' networks on an interexchange basis. The Parties shall set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the CCS network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party will bill the other Party for exchange of any CCS messages.

4.4 Network Maintenance and Trunk Provisioning

4.4.1 Each Party shall make available to the other at the POC(s), trunks over which the Parties can exchange ISP Traffic. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. Where ISP Traffic volumes are not established, one-way trunk groups will be initially established based on forecasts jointly developed by the Parties. All one-way trunk facilities will be engineered to a P.01 grade of service.

4.4.2 Each Party is individually responsible to provide facilities within its network to the POC(s) which are necessary for routing and transporting ISP Traffic in a mutually acceptable manner that neither destroys nor degrades the normal quality of service each Party provides to its respective Customers.

4.4.3 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange relevant information to maintain reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to avoid interference with, or impairment to, the services provided pursuant to this Agreement. The Parties agree to work cooperatively to forecast trunk requirements. When necessary, the Parties agree to provide additional trunking needed to maintain the above stated blocking objective.

5.0 COMPENSATION ARRANGEMENTS

5.1 Neither Party has any obligation to provide compensation to the other regarding the origination or termination of ISP Traffic pursuant to this Agreement

5.2 Except to the extent CLEC utilizes SCRTC facilities as provided in Subsection 5.3, no recurring or non-recurring charges shall apply with respect to any of the terms of this Agreement.

5.3 Notwithstanding Subsection 5.2, to the extent CLEC utilizes SCRTC to provide leased facilities on the CLEC side of a POC, CLEC shall purchase such facilities as special access from SCRTC subject to the rates, terms, and conditions contained in SCRTC's applicable Intrastate access tariffs. Notwithstanding any provision in an SCRTC applicable intrastate access tariff to the contrary, SCRTC shall not charge CLEC any non-recurring or recurring charge of any type that is premised upon a per minute of use identification, calculation or quantification. Neither Party shall charge the other for the installation or use of trunks or facilities on the Party's side of the POC used for the exchange of traffic pursuant to this Agreement.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both SCRTC and CLEC shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 The Parties shall exchange good-faith, non-binding technical descriptions and forecasts of the volume of expected ISP Traffic to be exchanged, in sufficient detail necessary to establish the interconnections required to assure traffic termination.

7.3 Thirty (30) days after the Effective Date and each six months during the term of this Agreement, CLEC will provide SCRTC with a rolling, six (6) calendar month, non-binding forecast of its trunking requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.4 Each Party is individually responsible to provide facilities within its network which are necessary for routing and transporting ISP Traffic from the other Party's network and for delivering of such traffic to the other Party's network in a mutually acceptable format and to terminate the ISP Traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above.

7.5 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.6 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party 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; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.7 Interruptions in service are provided for as follows:

7.7.1 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.7.2 Credit for all other service interruptions will be provided pursuant to applicable tariffs governing interrupted circuit or service.

7.8 The physical connection of facilities and exchange of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party

for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

7.9 Each Party is solely responsible for the services it provides to its Customers.

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

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

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

7.13 Each Party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Neither Party shall impose any fees or charges on the other Party for such activities.

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective as of last date of signature of this Agreement, subject to Commission approval of this Agreement.

8.2 The initial term of this Agreement shall be one (1) year from the effective date and shall then automatically renew on a year-to-year basis. Upon expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least ninety (90) days in advance of the date of termination.

8.2 The arrangements pursuant to this Agreement shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services.

8.3 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 thirty (30) 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 of any of the material terms and conditions of this Agreement.

9.0 CANCELLATION CHARGES

Except as otherwise provided in any applicable tariff referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

- (a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
- (c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.
- (d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or Customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of

failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitation on liability to Customers that may be contained in either Party's applicable tariff(s) or Customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 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. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES

UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 SCRTC is a corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 CLEC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the Customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the

affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

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

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.5 Choice of Law

The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the State of Kentucky without regard to its conflict of laws principles.

14.6 Taxes.

Neither Party is aware of any additional taxes that would be applicable to either Party as a result of the execution of this Agreement. In the event that any taxes are

assessed on either Party related to this Agreement, each Party agrees to be responsible for any such taxes assessed on it.

14.7 Assignability

Either Party may assign this Agreement or any of its rights or obligations hereunder to its parent, other Affiliate, or a third party acquiring all or substantially all of the assets of the assigning Party, and no consent of the other Party shall be required provided that the assigning Party notifies the other Party at least 120 days in advance of assignment. Any other assignment, however, shall require the consent of the other Party, which consent shall not be unreasonably withheld upon the provision of at least 120 days advance notice by the assigning Party and reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 14.7 shall be void and ineffective. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

14.8 Billing and Payment; Disputed Amounts

14.8.1 Because of the mutual consideration related to the subject matter of this Agreement, the Parties agree that no charges shall apply to the ISP Traffic exchanged pursuant to the terms of this Agreement. Other charges, if any, may be set forth pursuant to Appendix 1. In the event that charges are applicable pursuant to Appendix 1, the following terms and conditions set forth in this Section 14.8 shall apply.

14.8.2 Intentionally left blank.

14.8.3 Although it is the intent of both Parties that any invoice will be a timely and accurate statements of submitted charges, SCRTC's failure to present statements to CLEC in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges by SCRTC, and CLEC shall not be entitled to dispute SCRTC's statement(s) based on SCRTC's failure to submit them in a timely fashion, provided however that SCRTC shall not bill the other Party for unbilled charges incurred more than two years prior to the date of billing.

14.8.4 If any portion of an amount due to SCRTC is subject to a bona fide dispute between the Parties, CLEC shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to SCRTC of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. CLEC shall pay when due all undisputed amounts to SCRTC.

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

discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

14.8.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 14.8.5, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.7 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, the Parties, by mutual agreement, can agree to arbitrate the dispute according to terms mutually agreeable to the Parties. In any event, should negotiations fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

14.10 Notices.

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

To CLEC:

MCImetro Access Transmission Services, LLC
Director, National Carrier Contracts & Initiatives
Attention: Peter Reynolds
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147
Telephone: (703) 886-1918

Copy To:

MCImetro Access Transmission Services, LLC
Network and Technology Law
22001 Loudoun County Parkway
E1-3-605
Ashburn, VA 20147

To SCRTC:

South Central Rural Telephone Co. Cooperative Corporation, Inc.
SCRTC / Regulatory Matters
P.O. Box 159
1399 Happy Valley Road
Glasgow, KY 42142-0159
(270) 678-8225

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

14.11 Joint Work Product.

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

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

14.14 Entire Agreement.

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

14.15 Non-Waiver.

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

14.16 Publicity and Use of Trademarks or Service Marks.

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

14.17 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 sixty (60) days, the Parties may terminate this Agreement by mutual agreement of both Parties without penalty or liability for such termination or arbitrate only such replacement language pursuant to the terms set forth in Section 14.9.

14.18 Counterparts

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

14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2007.

MCImetro Access Transmission Services LLC

South Central Rural Telephone
Cooperative Corporation, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 1

A. Exchange Areas Served by SCRTC:

Bonnieville, Buffalo, Canmer, Cave City, Center, Edmonton, Fountain Run, Gamaliel, Glasgow Rural, Hiseville, Horse Cave, Lucas, Magnolia, Mumfordsville, Summer Shade, Temple Hill

B. POC identification

For ISP Traffic originated by SCRTC Customers and delivered to CLEC ISP Customers the Parties will interconnect at V= 6780 H= 2664.

C. Schedule of Charges

1. The Parties agree that no charges shall apply for the delivery of ISP Traffic pursuant to the terms of this Agreement.
2. Transport facilities may be purchased from applicable SCRTC intrastate access tariff.

Sample, Janet

From: McGolerick, Rick [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Friday, September 04, 2009 9:40 AM
To: Randall Bradley
Cc: Turner, Mark (MarkETurner)
Subject: Kentucky Public Service Commission order in Case No. 2008-00203
Importance: High

Randall - Pursuant to the Kentucky Public Service Commission order in Case No. 2008-00203 regarding the traffic dispute between Brandenburg Telephone Company, Windstream Kentucky East and Verizon Access, Verizon is offering the following regarding an agreement:

- Complete negotiations for an agreement
- Verizon will deliver a draft agreement to Brandenburg
- Point of Interconnection for the Agreement will be the Brandenburg/Windstream Service Boundary
- Traffic exchanged will be Local, EAS, and ISP traffic
- Compensation for Local, EAS and ISP Traffic will be Reciprocal Compensation

Please let me know if this is agreeable to Brandenburg.

Rick McGolerick
Verizon Services Operations
Proj/Prog Mgmt Contracts
703-886-4032

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]

Sent: Thursday, March 30, 2006 10:45 AM

To: Randall Bradley

Cc: john.monroe@mci.com; Mark Turner

Subject: MCI/Brandenburg Call April 5th at 3PM EST

Randall -- 3PM EST works for us. Please send me redlines prior to the call. We will use the bridge below. Thanks.

USA Toll Free Number: 877-695-7193

USA Toll Number: +1-712-421-2518

VNET Number: 333-1808

PARTICIPANT PASSCODE: 336939

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]

Sent: Thursday, March 30, 2006 9:02 AM

To: 'Rick McGolerick'

Subject: RE:

How does 3:00 or 4:00 E.S.T. on Wednesday April 5th work for MCI?

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]

Sent: Tuesday, March 28, 2006 2:57 PM

To: 'Randall Bradley'

Subject: RE:

Randall -- That is fine, please try to make it Tues or Wed, no later. Thanks.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]

Sent: Tuesday, March 28, 2006 1:26 PM

To: 'Rick McGolerick'

Subject: RE:

Rick,

I apologize but Allison and I were out of town last week and Steve is out of town this week and we have been unable to discuss these issues. Can we push out our conference call to at least middle of next week and then we'll try to get you a redline on Monday or Tuesday? In the mean time, I'll get with Allison and Steve to come up with some potential times we could have our next conference call. Let me know if this will work for you.

Randall

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@verizonbusiness.com]

Sent: Tuesday, March 28, 2006 9:41 AM

To: 'Randall Bradley'
Cc: 'Steven Watkins'
Subject: RE:

Randall / Steven -- Will we be getting a redline back before our call on Friday?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, February 09, 2006 2:22 PM
To: 'Rick McGolerick'
Cc: 'Steven Watkins'
Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Friday, February 12, 2010 11:10 AM
To: McGolerick, Rick
Subject: mci metro
Attachments: MCImetro-Brandenburg Telephone Agmt.021210.DOC

Rick,

Attached is our redline of your redline agreement. If you have any questions, please let us know.

Thanks,

Randall Bradley
270-422-2121

AGREEMENT

for

FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Effective as of _____, 2010

Deleted: 2007

Between

MCI Access Transmission Services, LLC

and

Brandenburg Telephone Company

Deleted: South Central Rural
Telephone Cooperative Corporation,
Inc.

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AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Pursuant to this Agreement for Facilities-Based Network Interconnection for Exchange of Information Service Provider Traffic ("Agreement"), Brandenburg Telephone Company, a Kentucky corporation ("Brandenburg Telephone"), a Kentucky corporation with offices at 200 Telco Drive, Brandenburg, KY 40108 and MCImetro Access Transmission Services LLC ("CLEC"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147 will extend certain network arrangements to one another as specified below.

Deleted: South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC")
Deleted: 1399 Happy Valley Rd., Glasgow KY 42141

Recitals

WHEREAS, Brandenburg Telephone and CLEC are local exchange carriers authorized to provide Telecommunications Services in the State of Kentucky;

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WHEREAS, the Parties desire to interconnect their respective network facilities to provide for the exchange of ISP Traffic originated by a Brandenburg Telephone Customer to a CLEC ISP Customer.

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WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations, terms and conditions under which they will interconnect their networks and provide services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brandenburg Telephone and CLEC PCS hereby agree as follows:

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1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is as defined in the Act.

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

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.4 "Commission" means the Kentucky Public Service Commission.

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

1.6 "Customer" means a residential or business user of Telecommunications Services that is provided by either of the Parties.

1.7 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.8 "DS3" is a digital signal rate of 44.736 Mbps.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Information Service" is as defined in the Act.

1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider that provides information services.

1.12 "ISP Traffic" means all dial-up modem traffic originated by Brandenburg Customers and terminated to CLEC Customers that are commercial providers of internet access if: (i) the call originates and terminates from and to, respectively, NPA NXXs assigned to rate centers in the same Local Service Exchange Area; or (ii) originates and terminates from and to, respectively, NPA NXXs assigned to rate centers within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS) or mandatory Extended Local Calling Service (ELCS) as defined by Brandenburg's tariffs.

1.13 "Interconnection" means the linking of the CLEC and Brandenburg Telephone networks for the exchange of traffic.

1.14 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.15 "Local Service Exchange Area" is a specific geographic service area to which NPA-NXXs are assigned and a Party offers Telecommunications Services to its Customers.

1.16 "Point of Connection," or "POC" mean means the mutually agreed upon point of demarcation, within the incumbent service area of ITC, where the Parties connect their networks for the exchange of ISP Traffic.

1.17 "NPA-NXX" means a numbering plan area code (NPA) and valid three-digit code within that area code which appears as the first three digits of a seven digit telephone number (NXX) with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes which may come into common usage in the future.

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Deleted: originates and terminates from and to, respectively, NPA NXXs assigned to rate centers within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as ordered by the Commission or as specified or defined by Brandenburg's tariffs, as approved by the Commission.

Deleted: the one-way origination and exchange of traffic between SCRTC and CLEC that occurs when an SCRTC Customer originates a call to a CLEC ISP Customer.¶

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1.18 "Party" means either Brandenburg Telephone or CLEC, and "Parties" means Brandenburg Telephone and CLEC.

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1.19 "Telecommunications" is as defined in the Act.

1.20 "Telecommunications Carrier" is as defined in the Act.

1.21 "Telecommunications Service" is as defined in the Act.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CLEC, Brandenburg Telephone or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such referenced materials as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

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2.2 This Agreement is limited to the provision of delivery of services defined herein. Other services may be purchased by CLEC pursuant to applicable tariff. In such case, the terms of the applicable tariff will apply.

3.0 SCOPE

3.1 This Agreement sets forth the terms and conditions under which the Parties agree to interconnect their networks and exchange ISP Traffic.

3.2 This Agreement applies only to the exchange of ISP Traffic between Brandenburg Telephone and CLEC when a Brandenburg Telephone Customer originates a call to an ISP Customer served by CLEC.

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3.3 This Agreement applies only to the exchange of ISP Traffic over the Parties' network facilities (which may include facilities leased from third-parties) that are interconnected at a POC located at either the boundary of, or within, a Brandenburg Telephone Local Service Exchange Area identified in Appendix 1.

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3.4 Both Parties agree to exchange only ISP Traffic within the scope of this Agreement at the POC location(s) as specified in Appendix 1.

3.5 This Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its Customers to the end users of a third party Telecommunications Carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. Neither Party shall provide an intermediary or transit function for the connection of the end users of a third party Telecommunications Carrier to the Customers of the other Party without the consent of

all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party.

3.6. Nothing in this Agreement is intended to affect the obligations of the Parties with respect to the exchange of traffic not the subject of this Agreement.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection

4.1.1 The Parties agree to interconnect their respective networks at the POC identified in Appendix 1. With respect to the POC that is established, Brandenburg Telephone shall deliver to such POC all ISP Traffic subject to this Agreement that originates within the Brandenburg Telephone exchanges defined in Appendix 1. The Parties agree that CLEC's financial responsibility ends on the CLEC side of the POC identified in Appendix 1; likewise, the Parties agree that Brandenburg Telephone's financial responsibility ends on the Brandenburg Telephone side of the POC identified in Appendix 1.

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4.1.2 CLEC agrees to deploy NPA/NXXs within Local Service Exchange Areas consistent with the LERG, Commission approved extended area service ("EAS") designations and industry standards. Brandenburg Telephone Local Service Exchange Areas and the Local Service Exchange Areas of other LECs with which the end users in the originating Brandenburg Telephone location have non-optional, unlimited, flat-rated EAS calling are set forth in Brandenburg Telephone's applicable intrastate local service tariff.

Deleted: The Parties further agree that if traffic volumes fall below 250,000 MOUs for three consecutive months CLEC may disconnect facilities that were established at the POC and the Parties will exchange traffic indirectly.
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4.1.3 The Parties agree that the ISP Traffic subject to this Agreement is limited to ISP Traffic from an Brandenburg Telephone Customer to a CLEC NPA/NXX assigned to either an Brandenburg Telephone Local Service Exchange Area or to the Local Service Exchange Area of another LEC with which end users in the originating Brandenburg Telephone location have non-optional, unlimited, flat rated EAS calling. Brandenburg Telephone agrees to provide its Customers local dialing/non-toll calling treatment regarding calls to such CLEC NPA/NXXs.

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4.1.4 The Parties will cooperate fully in identifying ISP traffic originated by Brandenburg Telephone Customers to ISP Customers served by CLEC to insure compliance with this Agreement.

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4.2 Treatment of One-Way Originated ISP Traffic

Brandenburg Telephone asserts that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. Brandenburg Telephone further asserts that the long-term resolution of issues related to the exchange of traffic involving an ISP will affect both Parties and may necessitate modification to this Agreement. In recognition of these factors, Brandenburg Telephone agrees to exchange ISP Traffic in the manner described in this Agreement subject to amendment upon written agreement of the Parties.

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4.3 Signaling

The Parties shall interconnect their SS7 Common Channel Signaling ("CCS") networks either directly or through third parties. The Parties shall exchange all appropriate CCS messages including Transaction Capability User Part ("TCAP") messages that are necessary to provide call management features if such functionality is deployed in both Parties' networks on an interexchange basis. The Parties shall set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the CCS network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party will bill the other Party for exchange of any CCS messages.

4.4 Network Maintenance and Trunk Provisioning

4.4.1 Each Party shall make available to the other at the POC(s), trunks over which the Parties can exchange ISP Traffic. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. Where ISP Traffic volumes are not established, one-way trunk groups will be initially established based on forecasts jointly developed by the Parties. All one-way trunk facilities will be engineered to a P.01 grade of service.

4.4.2 Each Party is individually responsible to provide facilities within its network to the POC(s) which are necessary for routing and transporting ISP Traffic in a mutually acceptable manner that neither destroys nor degrades the normal quality of service each Party provides to its respective Customers.

4.4.3 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange relevant information to maintain reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to avoid interference with, or impairment to, the services provided pursuant to this Agreement. The Parties agree to work cooperatively to forecast trunk requirements. When necessary, the Parties agree to provide additional trunking needed to maintain the above stated blocking objective.

5.0 COMPENSATION ARRANGEMENTS

5.1 Neither Party has any obligation to provide compensation to the other regarding the origination or termination of ISP Traffic pursuant to this Agreement

5.2 Except to the extent CLEC utilizes Brandenburg Telephone facilities as provided in Subsection 5.3, no recurring or non-recurring charges shall apply with respect to any of the terms of this Agreement.

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5.3 Notwithstanding Subsection 5.2, to the extent CLEC utilizes Brandenburg Telephone to provide leased facilities on the CLEC side of a POC, CLEC shall purchase such facilities as special access from Brandenburg Telephone subject to the rates, terms, and conditions contained in Brandenburg Telephone's applicable intrastate access tariffs. Notwithstanding any provision in an Brandenburg Telephone applicable intrastate access tariff to the contrary, Brandenburg Telephone shall not charge CLEC any non-recurring or recurring charge of any type that is premised upon a per minute of use identification, calculation or quantification. Neither Party shall charge the other for

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the installation or use of trunks or facilities on the Party's side of the POC used for the exchange of traffic pursuant to this Agreement.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both Brandenburg Telephone and CLEC shall use commercially reasonable efforts to comply with the Implementation Schedule.

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7.2 The Parties shall exchange good-faith, non-binding technical descriptions and forecasts of the volume of expected ISP Traffic to be exchanged, in sufficient detail necessary to establish the interconnections required to assure traffic termination.

7.3 Thirty (30) days after the Effective Date and each six months during the term of this Agreement, CLEC will provide Brandenburg Telephone with a rolling, six (6) calendar month, non-binding forecast of its trunking requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

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7.4 Each Party is individually responsible to provide facilities within its network which are necessary for routing and transporting ISP Traffic from the other Party's network and for delivering of such traffic to the other Party's network in a mutually acceptable format and to terminate the ISP Traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above.

7.5 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.6 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party 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; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.7 Interruptions in service are provided for as follows:

7.7.1 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.7.2 Credit for all other service interruptions will be provided pursuant to applicable tariffs governing interrupted circuit or service.

7.8 The physical connection of facilities and exchange of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

7.9 Each Party is solely responsible for the services it provides to its Customers.

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

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

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

7.13 Each Party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Neither Party shall impose any fees or charges on the other Party for such activities.

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective as of last date of signature of this Agreement, subject to Commission approval of this Agreement.

8.2 The initial term of this Agreement shall be ~~two (2) years~~ from the effective date and shall then automatically renew on a year-to-year basis. Upon expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least ninety (90) days in advance of the date of termination.

8.2 The arrangements pursuant to this Agreement shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services.

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8.3 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 thirty (30) 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 of any of the material terms and conditions of this Agreement.

9.0 CANCELLATION CHARGES

Except as otherwise provided in any applicable tariff referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or Customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitation on liability to Customers that may be contained in either Party's applicable tariff(s) or Customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 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. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the

Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 Brandenburg Telephone is a corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

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14.1.2 CLEC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the Customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any

obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

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

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep

it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.5 Choice of Law

The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the State of Kentucky without regard to its conflict of laws principles.

14.6 Taxes.

Neither Party is aware of any additional taxes that would be applicable to either Party as a result of the execution of this Agreement. In the event that any taxes are assessed on either Party related to this Agreement, each Party agrees to be responsible for any such taxes assessed on it.

14.7 Assignability

Either Party may assign this Agreement or any of its rights or obligations hereunder to its parent, other Affiliate, or a third party acquiring all or substantially all of the assets of the assigning Party, and no consent of the other Party shall be required provided that the assigning Party notifies the other Party at least 120 days in advance of assignment. Any other assignment, however, shall require the consent of the other Party, which consent shall not be unreasonably withheld upon the provision of at least 120 days advance notice by the assigning Party and reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 14.7 shall be void and ineffective. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

14.8 Billing and Payment; Disputed Amounts

14.8.1 Because of the mutual consideration related to the subject matter of this Agreement, the Parties agree that no charges shall apply to the ISP Traffic exchanged pursuant to the terms of this Agreement. Other charges, if any, may be set forth pursuant to Appendix 1. In the event that charges are applicable pursuant to Appendix 1, the following terms and conditions set forth in this Section 14.8 shall apply.

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14.8.3 Although it is the intent of both Parties that any invoice will be a timely and accurate statements of submitted charges, Brandenburg Telephone's failure to present statements to CLEC in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges by Brandenburg Telephone, and CLEC shall not be entitled to dispute Brandenburg Telephone's statement(s) based on Brandenburg Telephone's failure to submit them in a timely fashion, provided however that Brandenburg Telephone shall not bill the other Party for unbilled charges incurred more than two years prior to the date of billing.

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14.8.4 If any portion of an amount due to Brandenburg Telephone is subject to a bona fide dispute between the Parties, CLEC shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to Brandenburg Telephone of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. CLEC shall pay when due all undisputed amounts to Brandenburg Telephone.

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

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14.8.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 14.8.5, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.7 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, the Parties, by mutual agreement, can agree to arbitrate the dispute according to terms mutually agreeable to the Parties. In any event, should negotiations fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

14.10 Notices.

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

To CLEC:

MCImetro Access Transmission Services, LLC
Director, National Carrier Contracts & Initiatives
Attention: Peter Reynolds
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147
Telephone: (703) 886-1918

Copy To:

MCImetro Access Transmission Services, LLC
Network and Technology Law
22001 Loudoun County Parkway
E1-3-605
Ashburn, VA 20147

To Brandenburg Telephone:

Brandenburg Telephone Company
Attn: Allison Willoughby
200 Telco Drive
Brandenburg, KY 40108

Copy To:

John E. Selent, Esq.
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson St.
Louisville, KY 40202

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Deleted: South Central Rural Telephone Co. Cooperative Corporation, Inc.
Deleted: SCRTC / Regulatory Matters
Deleted: P.O. Box 159
Deleted: 1399 Happy Valley Road

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

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(270) 678-8225

14.11 Joint Work Product.

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

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other

obligation or have any liability to, the other Party or its Customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

14.14 Entire Agreement.

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

14.15 Non-Waiver.

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

14.16 Publicity and Use of Trademarks or Service Marks.

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

14.17 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 sixty (60) days, the Parties may terminate this Agreement by mutual agreement of both Parties without penalty or liability for such termination or arbitrate only such replacement language pursuant to the terms set forth in Section 14.9.

14.18 Counterparts

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

14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2010.

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MCImetro Access Transmission Services LLC

Brandenburg Telephone Company,

Deleted: South Central Rural Telephone
Deleted: Cooperative Corporation, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 1

A. Exchange Areas Served by Brandenburg Telephone:

Deleted: SCRTC

Radcliff, Vine Grove

Deleted: Bonnierville, Buffalo, Canmer, Cave City, Center, Edmonton, Fountain Run, Gamaliel, Glasgow Rural, Hiseville, Horse Cave, Lucas, Magnolia, Mumfordsville, Summer Shade, Temple Hill

B. POC identification

For ISP Traffic originated by Brandenburg Telephone Customers and delivered to CLEC ISP Customers, the Parties will interconnect at V=6628, H=2747, which is at a meetpoint on the service territory border between Brandenburg Telephone and Windstream Kentucky East, LLC.

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C. Schedule of Charges

Deleted: For ISP Traffic originated by SCRTC Customers and delivered to CLEC ISP Customers the Parties will interconnect at V= 6780 H= 2664.¶

1. The Parties agree that no charges shall apply for the delivery of ISP Traffic pursuant to the terms of this Agreement.

2. Transport facilities may be purchased from applicable Brandenburg Telephone intrastate access tariff.

Deleted: SCRTC

Formatted: Font: 7 pt

Sample, Janet

From: Rick McGolerick [rick.mcgoleric@mci.com]

Sent: Tuesday, March 28, 2006 10:41 AM

To: Randall Bradley

Cc: Steven Watkins

Subject: RE:

Randall / Steven -- Will we be getting a redline back before our call on Friday?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]

Sent: Thursday, February 09, 2006 2:22 PM

To: 'Rick McGolerick'

Cc: 'Steven Watkins'

Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Wednesday, February 21, 2007 1:40 PM
To: Randall Bradley
Cc: Turner, Mark (Mark E Turner); Olson, Lee M (lee); Monroe, John
Subject: RE: [Fwd: Brandenburg LNP Query]
Importance: High

Randall – I just left you a voicemail regarding the email below. During our discussions regarding an EAS agreement that started back in September 2005 we indicated that it was our understanding that traffic was being routed incorrectly to the Windstream/AllTel tandem and it should be going to the Bell South Tandem. Can you provide what steps Brandenburg is taking to resolve the issue in order to meet Windstream's deadline of Friday, February 23rd?

Please give me a call today to discuss, thanks.

Rick McGolerick
 National Carrier Contracts and Initiatives
 (703) 749-7338



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, February 21, 2007 10:55 AM
To: McGolerick, Rick (Rick)
Subject: FW: [Fwd: Brandenburg LNP Query]

-----Original Message-----

From: George Lewis [mailto:gtlewis@bbtel.com]
Sent: Wednesday, February 21, 2007 8:14 AM
To: Randall Bradley
Subject: [Fwd: Brandenburg LNP Query]

----- Original Message -----

Subject: Brandenburg LNP Query
Date: Thu, 15 Feb 2007 12:24:44 -0500
From: Williams, Steven G <Steven.G.Williams@windstream.com>
To: <troynevitt@bbtel.com>, <gtlewis@bbtel.com>
CC: Gilmer, Ted A <Ted.A.Gilmer@windstream.com>, Fuller, Anthony
 <Anthony.Fuller@windstream.com>

During a four day audit of traffic in the Elizabeth office, we discovered that Brandenburg Telephone is sending thousands of calls over its ICO trunk groups for calls that do not terminate to Windstream. This is mainly due to the fact that Brandenburg Telephone is not completing LNP queries. Your CLEC originated traffic appears to have already completed the LNP query.

Windstream's Elizabethtown end office completed approximately 12,000 LNP queries, and transited over 866,528 MOU (Minutes Of Use) for calls originated from Brandenburg Telephone.

Since the traffic is intraLATA and your switch is capable, Brandenburg Telephone must complete its own LNP dips, and as the industry standard, route the call based on the LRN.

Brandenburg Telephone needs to complete this work before Friday, February 23, 2007. On Monday, February 26, Windstream will implement the necessary translations changes on the Brandenburg Telephone trunk groups to correct this problem and allow only traffic that has completed the LNP query to terminating to the Windstream Elizabethtown office.

Please contact me if you would like to discuss.

Thanks,
Steven Williams
Staff Manager - Translations Engineering
Windstream Communication
704-845-7258
steven.g.williams@windstream.com



The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

Sample, Janet

From: Rick McGolerick [rick.mcgoleric@mci.com]
Sent: Tuesday, March 28, 2006 3:57 PM
To: Randall Bradley
Subject: RE:

Randall -- That is fine, please try to make it Tues or Wed, no later. Thanks.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Tuesday, March 28, 2006 1:26 PM
To: 'Rick McGolerick'
Subject: RE:

Rick,

I apologize but Allison and I were out of town last week and Steve is out of town this week and we have been unable to discuss these issues. Can we push out our conference call to at least middle of next week and then we'll try to get you a redline on Monday or Tuesday? In the mean time, I'll get with Allison and Steve to come up with some potential times we could have our next conference call. Let me know if this will work for you.

Randall

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgoleric@verizonbusiness.com]
Sent: Tuesday, March 28, 2006 9:41 AM
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Cc: 'Steven Watkins'
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Randall

Sample, Janet

From: Rick McGolerick [rick.mcgolesrick@mci.com]
Sent: Monday, March 13, 2006 11:32 AM
To: Randall Bradley
Subject: RE: Brandenburg EAS Agreement

We are open on both days in the AM. Please confirm the day and time.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Monday, March 13, 2006 9:43 AM
To: 'Rick McGolerick'
Subject: RE: Brandenburg EAS Agreement

I've talked with Allison and Friday morning of this week or Monday morning next week works with us. How does those dates work with you. I need to clear this with Steve W. but he will not be available until late today. Let me know today if these may work for you and then I'll get with Steve W. later today or in the morning.

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolesrick@verizonbusiness.com]
Sent: Monday, March 13, 2006 9:17 AM
To: 'Randall Bradley'
Subject: RE: Brandenburg EAS Agreement

Randall -- Tomorrow is out now, I need to have a couple of free days and times so we can coordinate.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Saturday, March 11, 2006 10:43 AM
To: 'Rick McGolerick'
Subject: RE: Brandenburg EAS Agreement

We'll shoot for 1:00 on Tuesday. I'll let everyone know on my end and confirm back to you.

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolesrick@verizonbusiness.com]
Sent: Saturday, March 11, 2006 10:00 AM
To: 'Randall Bradley'
Cc: John Monroe
Subject: RE: Brandenburg EAS Agreement

Randall -- We are only available from 1-2PM EST due to the late notice. If this does not work I would suggest that you give me several days/times so we can coordinate everyone's availability.

Thanks.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, March 10, 2006 4:09 PM
To: 'Rick McGolerick'
Subject: RE: Brandenburg EAS Agreement

Tuesday afternoon between 2:00 or 3:00 EST would work better for us.
Please let me know if this will work and I will finalize the plans.
Randall

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From: Rick McGolerick
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Sent: Thursday, March 09, 2006 9:08 AM
To: 'Randall Bradley'
Cc: John Monroe
Subject: RE: Brandenburg EAS Agreement

Randall – I need to know what day and time.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, March 01, 2006 2:35 PM
To: 'Rick McGolerick'
Subject: RE: Brandenburg EAS Agreement

We probably won't know for sure for a couple of days but we will let you know as soon as we know.

-----Original Message-----

From: Rick McGolerick
[mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Tuesday, February 28, 2006 3:03 PM
To: 'Randall Bradley'
Subject: RE: Brandenburg EAS Agreement

Please let me know ASAP so we can mark on our calendars.

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From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Tuesday, February 28, 2006 8:25 AM
To: 'Rick McGolerick'
Subject: RE: Brandenburg EAS Agreement

We have received your email and all of the attachments. We are not available this week or next. We will be available either Monday or Tuesday the March 13th or 14th. We have a conflict one of these days and are waiting for this conflict to be scheduled. If you could block out times for both days, and then I'll confirm which day we will be able to meet.

Thanks,
Randall

-----Original Message-----

From: Rick McGolerick
[mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Friday, February 24, 2006 10:16 AM
To: 'Randall Bradley'; 'Rick McGolerick'
Cc: 'Steven Watkins'; John Monroe; Lee M Olson
Subject: Brandenburg EAS Agreement

Importance: High

Randall – Please see MCI's redlined version of the agreement. At this point we need to have a call to go over each area to discuss issues that exist. I have also included a diagram that will need to be included in Exhibit 1.

We are available Mon/Tues and Thurs/Fri (AM) of next week.

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To: Randall Bradley
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Subject: RE: Brandenburg EAS Agreement

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Randall – We are good for 8AM EST on Friday. Please use the bridge number below. Thanks.

USA Toll Free Number: 877-695-7193
USA Toll Number: +1-712-421-2518
VNET Number: 333-1808
PARTICIPANT PASSCODE: 336939

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Tuesday, March 14, 2006 11:29 AM
To: 'Rick McGolerick'
Subject: RE: Brandenburg EAS Agreement

Rick,

Steve could only have a conference call at 8:00 on Friday morning E.S.T. If this works with you, we will proceed. If not we also would be available Thursday, March 23rd at 10:00 E.S.T. Let me know which works for you.

Randall

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Subject: RE: Brandenburg/MCI EAS Agreement

Rick,

All parties with Brandenburg Telephone Co. would be available to discuss the EAS agreement on Monday morning Jan. 9th at 10:00 E.S.T. If this time works for MCI, please let me know and I will get a conference bridge set up. If this does not work for MCI, let me now and we will try to come up with a couple more potential dates. Thanks.

Randall Bradley
270-422-2121

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@mci.com]
Sent: Tuesday, December 13, 2005 11:34 AM
To: 'Randall Bradley'
Cc: Mark Turner; John Monroe
Subject: Brandenburg/MCI EAS Agreement
Importance: High

Randall -- I am attaching a red line version of the EAS agreement you sent MCI for discussion purposes only. We need to discuss the EAS language in more detail for a better understanding of what Brandenburg's intent is. Please review and let me know when you are free to discuss. Thanks

Rick
703 749 7338

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Wednesday, January 04, 2006 12:10 PM
To: Randall Bradley
Cc: Mark Turner; John Monroe
Subject: RE: Brandenburg/MCI EAS Agreement
Importance: High

Randall – MCI is available on Monday at 10EST. Please use the bridge number and password below.
Thanks.

USA Toll Free Number: 877-695-7193
USA Toll Number: +1-712-421-2518
VNET Number: 333-1808
PARTICIPANT PASSCODE: 336939

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Tuesday, January 03, 2006 4:42 PM
To: 'Rick McGolerick'
Cc: 'Mark Turner'; 'John Monroe'
Subject: RE: Brandenburg/MCI EAS Agreement

Rick,

All parties with Brandenburg Telephone Co. would be available to discuss the EAS agreement on Monday morning Jan. 9th at 10:00 E.S.T. If this time works for MCI, please let me know and I will get a conference bridge set up. If this does not work for MCI, let me now and we will try to come up with a couple more potential dates. Thanks.

Randall Bradley
270-422-2121

-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@mci.com]
Sent: Tuesday, December 13, 2005 11:34 AM
To: 'Randall Bradley'
Cc: Mark Turner; John Monroe
Subject: Brandenburg/MCI EAS Agreement
Importance: High

Randall – I am attaching a red line version of the EAS agreement you sent MCI for discussion purposes only. We need to discuss the EAS language in more detail for a better understanding of what Brandenburg's intent is. Please review and let me know when you are free to discuss. Thanks

Rick
703 749 7338

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Friday, February 24, 2006 10:16 AM
To: Randall Bradley; McGolerick, Rick (Rick)
Cc: Steven Watkins; john.monroe@mci.com; lee.olson@mci.com
Subject: Brandenburg EAS Agreement
Importance: High
Attachments: BRANDENBURGrm1.ppt; EAS Agreement Brandenburg and MCI ver RM 02-23-063.doc; EAS Agreement Exhibits Brandenburg and MCI2-0204061.doc

Randall – Please see MCI’s redlined version of the agreement. At this point we need to have a call to go over each area to discuss issues that exist. I have also included a diagram that will need to be included in Exhibit 1.

We are available Mon/Tues and Thurs/Fri (AM) of next week.

Please let me know what day and time work for you.

Thanks.

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, February 09, 2006 2:22 PM
To: 'Rick McGolerick'
Cc: 'Steven Watkins'
Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx’s in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

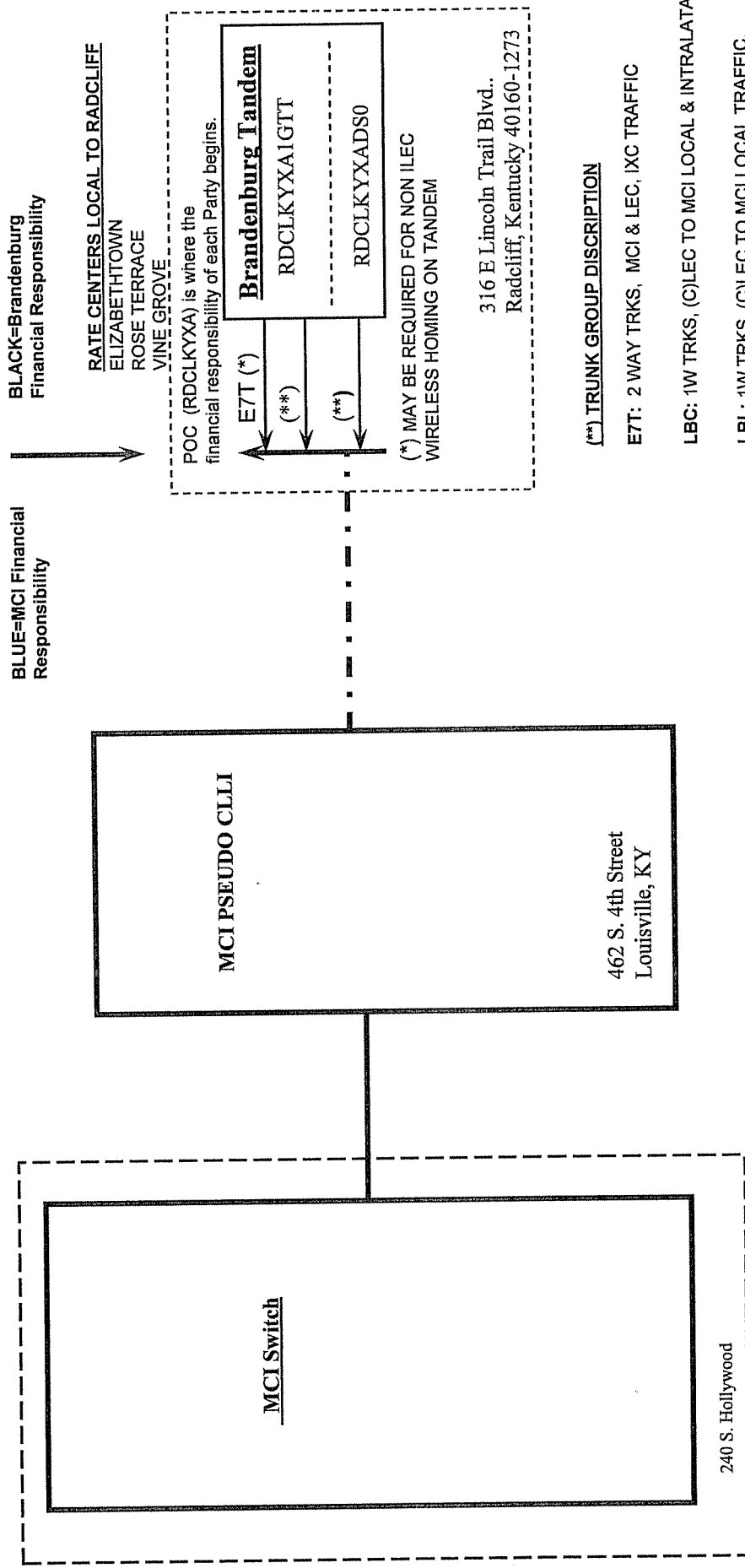
Randall

VERIZON BUSINESS (MCI)

BRANDENBURG TELCO

IP

Louisville, KY. - LATA 462



AGREEMENT

for the

TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of _____, 20__

Between

Brandenburg Telephone Company, Inc.

and

MCI

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at _____ and MCImetro Access Transmission Services L.L.C. ("MCI"), a Delaware limited liability company, with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147. This Agreement may refer to either Brandenburg or MCI as a "Party" or to both Brandenburg and MCI as the "Parties."

Deleted: .
Deleted: .
Deleted: Kentucky
Deleted: corporation
Deleted: 1515 Broadway, Paducah, Kentucky 42001 and 1419 W. Lloyd Expressway, Evansville, Indiana 47710

RECITALS

WHEREAS, Brandenburg and MCI are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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, Brandenburg and MCI hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

- 1.1 "Act" means the Communications Act of 1934, as amended.
- 1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or

controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

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

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.13 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

1.14 "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

1.15 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.16 "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.17 "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic. The POC is where the financial responsibility of each Party begins

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1.18 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.19 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.21 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.22 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules are deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of Brandenburg, MCI or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any

successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

Deleted: Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic.

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

3.1.3

3.1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number, where available, on all EAS Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

Deleted: Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center

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3.1.5 If a Party violates (the "Violating Party") any of the terms or warranties provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (15) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other

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information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees.

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 ACCESS TRAFFIC

Deleted: Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude verification traffic and 911 traffic

Deleted: Notwithstanding the requirements, warranties and representations set forth in this Section 3, whenever Brandenburg delivers traffic to MCI for termination on MCI's network, if Brandenburg cannot determine, because of the manner in which MCI has utilized its NPA-NXX codes to serve End Users and information service providers, whether the traffic is between End Users in different geographic areas between which EAS calling is exchanged between the Parties pursuant to this Agreement or whether the traffic is interexchange toll or access traffic, Brandenburg will charge MCI originating intrastate exchange access service charges for the originating usage pursuant to the access charge terms, conditions, and rates that Brandenburg applies to other intraLATA toll providers. If MCI deploys NXX codes in such a manner that Brandenburg cannot determine whether the traffic delivered to Brandenburg by MCI is EAS Traffic, Brandenburg will charge terminating intrastate network access charges to MCI ¶

3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, ~~ISP Traffic will be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties will treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.~~

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3.5.3 The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, ~~neither Party will owe a net due amount to the other Party for terminating ISP Traffic.~~

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Deleted: including the compensation provisions set forth in Section 3.5.4
Deleted: and except for the compensation pursuant to Section 3.5.4,

3.5.4 Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: ~~(1) each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1 (2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1.~~

Deleted: to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and

3.5.5 At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.

3.6 TRUNK GROUPS

3.6.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

Deleted: if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

3.6.3 ~~Each Party is individually responsible for the provision and maintenance of~~

Deleted: Except as provided in Subsection 3.5 above,
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facilities within its network to the POC as identified and shown in Exhibit 1 which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

3.9 NO COMPENSATION

The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement.

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4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

5.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. No non-recurring charges will apply with respect to any of the terms of this Agreement.

Deleted: Except as provided in Subsections 3.4 and 3.5 above,

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6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not

limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any non-monetary judgment pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

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Deleted: 6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below) ¶

Deleted: Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, t

7.0 LIMITATION OF LIABILITY

7.1 The providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the

Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

10.0 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 remains in full force and effect and is not affected unless removal of that provision results 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 will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. 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 in accordance with Section 8.0.

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

11.1.1 Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to

execute and deliver this Agreement and to perform the obligations hereunder.

11.1.2 MCI is a ~~limited liability company~~ duly organized, validly existing and in good standing under the laws of the ~~State of Delaware~~ and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

Deleted: corporation

Deleted: Commonwealth of Kentucky

11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and

Deleted: including trade secret information,

not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

11.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

11.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

11.6 TAXES

11.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

11.6.2 Definitions

11.6.2.1 For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

11.6.2.2 The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

11.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

11.6.3.2 Taxes and fees imposed on the purchasing Party, which are not

required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

11.6.4.1 Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

11.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

11.6.4.6 Notwithstanding any provision to the contrary, the purchasing Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.4.7 Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

11.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

11.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

11.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

11.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.5.7 Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.1 Because of the mutual benefits related to the subject matter of this Agreement, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to this Agreement, the following terms and conditions set forth in this Section 11.7 apply.

Deleted: except for charges that arise pursuant to Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2,

Deleted: Subsection 3.4, Subsection 3.5.5, and/or Exhibit 2

11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

11.7.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

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

11.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

11.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute within thirty (30) days, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

Deleted: in a reasonable time

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or

first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg Telephone Company, Inc.
Allison T. Willoughby
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

And

Randall Bradley
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

To: MCI

And

MCI

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

11.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

11.11 NO LICENSE

11.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

11.11.2 Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

11.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

11.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

11.15 ENTIRE AGREEMENT

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

11.16 COUNTERPARTS.

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2005.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date: _____

Date: _____

EXHIBIT 1

Local Service Exchange Areas Between Which Extended Area Service (EAS) Traffic
Is To Be Exchanged Pursuant to this Agreement.

This Exhibit specifies the Local Service Exchange Areas and Extended Area Services covered pursuant to the AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and MCI ("MCI") as follows:

I. Local Service Areas Covered by this Agreement:

1. The RADCLIFF Local Service Exchange Area is the geographic area covering the North Radcliff exchange as operated by Brandenburg on January 1, 2006 with a V&H of V=06621 and H=02757.
2. The VINE GROVE Local Service Exchange Area is the geographic area covering the Vine Grove exchange as operated by Brandenburg on January 1, 2006 with a V&H of V=06629 and H= 02759.
3. The MCI Local Service Exchange Area is the geographic area covering the Elizabethtown exchange as operated by Kentucky Alltel on January 1, 2006 with a V&H of V=06642 and H=02729.

II. Extended Area Service Traffic Covered by this Agreement includes:

1. Radcliff-Elizabethtown EAS traffic includes calls that originate (from Brandenburg NPA-NXX of 270-351,270-352,270-219,270-272) and terminate in Kentucky Alltel's Area (to MCI's ported numbers with NPA-NXX of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and calls that originate in Kentucky Alltel's area (from MCI's ported numbers with NPA-NXX's of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and terminate to BRANDENBURG NPA-NXX's of 270-351,270-352,270-219, and 270-272.
2. Vine Grove-Elizabethtown EAS traffic includes calls that originate (from Brandenburg NPA-NXX of 270-877) and terminate in Kentucky Alltel's Area (to MCI's ported numbers with NPA-NXX of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and calls that originate in Kentucky Alltel's area (from MCI's ported numbers with NPA-NXX's of 270-234,270-360,270-706,270-735,270-737,270-739,270-763,270-765,270-766,270-769, and 270-982) and terminate to

BRANDENBURG NPA-NXX's of 270-877.

II. Designation of Points of Connection For the Delivery of EAS Traffic Pursuant to this Agreement:

THE PARTIES MUST REVISE THIS EXHIBIT I BY COMPLETING THIS SECTION III PRIOR TO THE EXCHANGE OF EAS TRAFFIC. THE PARTIES WILL COMPLETE THIS SECTION III AFTER THE PARTIES HAVE AGREED TO SPECIFIC TRUNKING ARRANGMENTS AND POINT(S) OF INTERCONNECTION.

1. For BRANDENBURG Area EAS and MCI-AlltelArea EAS, the Parties agree to connect 24 trunks via a T-1 by means of copper at Brandenburg's Radcliff CO with V&H of V=06621 and H=02757.

Approved and executed this _____ day of _____, 2006.

Brandenburg Telephone Company

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Exhibit 2
Schedule of Charges for the Exchange of Extended Area Service (EAS) Traffic
Pursuant to this Agreement.

This Exhibit specifies the charges between the Parties pursuant to the AGREEMENT FOR THE EXCHANGE OF TWO-WAY EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and MCI ("MCI") as follows:

Compensation is pursuant to the terms and conditions of Sections 3.5.3 and 3.9 of the Agreement.

Approved and executed this _____ day of _____, 2006.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Sample, Janet

From: McGolerick, Rick (Rick) [rick.mcgolerick@mci.com]
Sent: Wednesday, February 21, 2007 1:17 PM
To: Turner, Mark (Mark E Turner); Olson, Lee M (lee)
Subject: Brandenburg EAS Negotiation Notes
Attachments: Notes 4-04.doc

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Steven Watkins [mailto:sewatkins@Independent-Tel.com]
Sent: Tuesday, April 04, 2006 2:13 PM
To: Rick McGolerick
Cc: 'Randall Bradley'
Subject: Re: EAS

On behalf of Brandenburg, I am attaching a set of discussion notes regarding provisions of the draft EAS agreement. We can use this list for our call on Wednesday.

Steven Watkins
Telecommunications Management Consultant

Rick McGolerick wrote:
Randall / Steven -- Will we be getting a redline back before our call on Friday?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, February 09, 2006 2:22 PM
To: 'Rick McGolerick'
Cc: 'Steven Watkins'
Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

DISCUSSION NOTES (subject to change):

1. Intro Section: Change name of Company for MCI. Closed.
2. Section 1.17 -- Additional sentence "The POC is where the financial responsibility of each Party begins." MCI's language is somewhat ambiguous. Brandenburg would suggest "Each Party shall be financially responsible for the cost of the facilities on its respective side of the POC."
3. Section 2.2 -- MCI wants to delete sentence that would reference tariffs that might apply to the terms of the agreement. OPEN until the parties determine whether the sentence is applicable, or not. The language only states "any" tariff that may govern the exchange of EAS. If no tariff, then no implication, if a tariff, then it needs to be included.
4. Section 3.1.3 -- Brandenburg cannot agree to delete this section. Brandenburg would consider making the following changes to the provision:

3.1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the ~~arbitrage and/or circumvention of the application of intrastate~~ Intrastate or Interstate access charges by the other Party. Neither Party shall resell or bridge including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or assign the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center.

5. Section 3.1.4 -- For discussion purposes, consider the following language:

3.1.4 Both Parties warrant **and represent?** that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to Sections 3.1.4.1, 3.1.4.2, and 3.1.4.3, provide Calling Party Number, ~~where available,~~ on all EAS-Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

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

3.1.4.2 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party.

3.1.4.3 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than ninety-five percent (95%) the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than ninety-five percent (95%) that can be identified. If traffic delivered by one Party to the other Party has CPN on fewer than ninety-five percent (95%) of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the ninety-five percent (95%) threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have thirty (30) days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within thirty (30) days of the written notice to bring the delivered traffic without CPN to fewer than five percent (5%) of total calls, the Terminating Party will bill all traffic without CPN as intrastate Access traffic until such time as the traffic without CPN is fewer than five percent (5%) of total traffic.

6. Section 3.1.5 - After review with legal, Brandenburg sees no reason to remove the word "representation."

7. Section 3.1.5 - MCI wants to change the time to cure a violation from 5 days to 15 days. OPEN pending resolution of other terms.

8. Section 3.2 -- Section 3.2, Brandenburg proposes to modify the next to last sentence, as follows:

Local Internet Traffic shall be treated pursuant to the terms of Section 3.5.

The last sentence in Section 3.2 should remain as originally proposed.

9. Section 3.4

Add new definition

x.xx "Foreign Exchange Service" is a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different Rate Center Area ("Foreign Exchange Area"). Tariffed Foreign Exchange Service provides the Customer with a private line interexchange circuit from the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number associated with the Foreign Exchange Area. A Customer's Home Exchange Area and Foreign Exchange Area must be both within the same LATA and within the Commonwealth of Kentucky.

Add to Section 1.9:

For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as Local Traffic based on whether the Foreign Exchange Area is within the local calling scope as set forth in this definition.

Add to Section 3.1.3 (see above)

; except that where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a NPA-NXX associated with the Foreign Exchange Area and the Customer will be deemed to be obtaining local exchange service in the Foreign Exchange Area.

Add to Section 3.1.4 after the (a) clause

including, where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a telephone number associated with the Foreign Exchange Area

Also need to make certain that application of access charges is defined as intrastate and interstate access tariffs.

Section 3.4 would be deleted and in its place the following sentence would be added to the end of Section 3.1.4 as follows:

If either Party violates Section 3.1.2, 3.1.3, above, or this Section 3.1.4, the other Party shall be entitled to charge originating and terminating access charges, as appropriate, for traffic associated with such violations.

10. Section 3.5:

The following definition should be inserted in addition to "ISP Traffic"

x.xx "Local Internet Traffic" means any ISP traffic that is originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within Brandenburg's same mandatory local calling scope area established and defined by the Commission for EAS calling purposes ("Local Internet Traffic"). Therefore Local Internet Traffic, for purposes of this Agreement, includes calls originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within the EAS calling area of the originating End User.

And then the entire original Section 3.5 should be changed as follows:

3.5 TREATMENT OF LOCAL INTERNET ~~INFORMATION SERVICE PROVIDER~~ TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, Some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat Local Internet ~~ISP~~ Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of Local Internet ~~ISP~~ Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which any ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Local Internet ~~ISP~~ Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Local Internet ~~ISP~~ Traffic between the Parties.

3.5.3 The compensation terms in this Section 3.5.3 are applicable solely under the condition that MCI establishes a POC with Brandenburg at Brandenburg's Radcliff Tandem office for purposes of the exchange of traffic within the scope of this agreement. The Parties agree that the mutual provisions and

relative obligations pursuant to this Section 3.5, ~~including the compensation provisions set forth in Section 3.5.4,~~ represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, ~~and except for the compensation pursuant to Section 3.5.4,~~ and neither Party will owe a net due amount to the other Party for terminating Local Internet ISP Traffic.

~~3.5.4~~—Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and Local Internet ISP Traffic: (1) each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1 ~~to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected (“ISP Serving Party”) will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party,~~ and (2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1. ~~if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected (“ISP Serving Party”) will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.~~

~~3.5.5~~—At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.

11. Section 3.6.3 may be changed to delete the intro phrase and to include the reference to exhibit phrase.

12. Section 3.9 should be changed as follows:

3.9 NO COMPENSATION

Except as provided in Section 3.1, ~~the~~ ~~Except as provided in Subsections 3.4 and 3.5.4,~~ ~~the~~ Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of EAS Traffic ~~traffic~~ within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, the establishment of the POC as set forth in Exhibit 1, and all other terms and conditions set forth in this Agreement.

13. Changes to Section 5.0 OK.

14. Section 6.2 to be reviewed by legal. Provision should not be deleted. The MCI proposed changes are not conceptually sound.

15. Section 6.3 should not be deleted. Subject to review by legal. Provision should not be deleted. This is standard language.

16. Section 7.0 changes proposed by MCI subject to review by legal. Provision should remain as originally proposed.

17. Section 11.1.2 note changes regarding company name.

18. Section 11.4.1 subject to review by legal. Standard language, no reason to make change.
19. Section 11.7.1, the exception phrases should be changed to: "except for charges that may arise pursuant to Section 3.1" in both sentences.
20. Section 11.8, thirty days is agreeable.

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Tuesday, December 13, 2005 11:34 AM
To: Randall Bradley
Cc: Mark Turner; john.monroe@mci.com
Subject: Brandenburg/MCI EAS Agreement
Importance: High
Attachments: EAS Agreement Brandenburg and MCI ver RM 12-13-0511.doc

Randall – I am attaching a red line version of the EAS agreement you sent MCI for discussion purposes only. We need to discuss the EAS language in more detail for a better understanding of what Brandenburg’s intent is. Please review and let me know when you are free to discuss.
Thanks

Rick
703 749 7338

AGREEMENT

for the

TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of _____, 20____

Between

Brandenburg Telephone Company, Inc.

and

MCI

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at _____ and MCI ~~metro Access Transmission Services, L.L.C. ("MCI"), a Delaware limited liability company, with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147.~~ This Agreement may refer to either Brandenburg or MCI as a "Party" or to both Brandenburg and MCI as the "Parties."

Deleted: Kentucky
Deleted: corporation
Deleted: 1515 Broadway, Paducah, Kentucky 42001 and 1419 W. Lloyd Expressway, Evansville, Indiana 47710

RECITALS

WHEREAS, Brandenburg and MCI are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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, Brandenburg and MCI hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

- 1.1 "Act" means the Communications Act of 1934, as amended.
- 1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or

controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

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

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.13 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is EAS Traffic as defined in this Agreement.

Deleted: is not

1.14 "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

1.15 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.16 "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.17 "Point of Connection" or "POC" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between the Parties for the local interconnection of their networks. The POC is where the financial responsibility of each Party begins.

Deleted: mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic

1.18 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.19 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.21 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.22 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules are deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of Brandenburg, MCI or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any

successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

Deleted: Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic.

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

3.1.3

3.1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number, where available, on all EAS Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

Deleted: Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center

Deleted: and represent

3.1.5 If a Party violates (the "Violating Party") any of the terms or warranties provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, within a mutually agreed upon time frame, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been

Deleted: ,

Deleted: or representations

Deleted: unless otherwise mutually agreed to by the Parties, within five (5) days following such notification or discovery

corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees.

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 ACCESS TRAFFIC

Deleted: Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude verification traffic and 911 traffic

Deleted: Notwithstanding the requirements, warranties and representations set forth in this Section 3, whenever Brandenburg delivers traffic to MCI for termination on MCI's network, if Brandenburg cannot determine, because of the manner in which MCI has utilized its NPA-NXX codes to serve End Users and information service providers, whether the traffic is between End Users in different geographic areas between which EAS calling is exchanged between the Parties pursuant to this Agreement or whether the traffic is interexchange toll or access traffic, Brandenburg will charge MCI originating intrastate exchange access service charges for the originating usage pursuant to the access charge terms, conditions, and rates that Brandenburg applies to other intraLATA toll providers. If MCI deploys NXX codes in such a manner that Brandenburg cannot determine whether the traffic delivered to Brandenburg by MCI is EAS Traffic, Brandenburg will charge terminating intrastate network access charges to MCI ¶

3.5

3.6 TRUNK GROUPS

3.6.1 ILEC agrees to perform and pay all design, installation, and maintenance of equipment and facilities of the direct connection between the networks of ILEC and MCI networks. ILEC will ensure the facility is installed at the location designated by MCI, and the specification and technology used is based on MCI's specifications.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

3.6.3 MCI will designate the POC and each Party is individually responsible for the provision and maintenance of facilities within its network to the POC which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

3.9 NO COMPENSATION

The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement.

4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

Deleted: TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 . The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties

3.5.2 . The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination

Deleted: The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

Deleted: Except as provided in Subsection 3.5 above,

Deleted: e

Deleted: Except as provided in Subsections 3.4 and 3.5.4, t

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

5.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. ~~No non-recurring charges will apply with respect to any of the terms of this Agreement.~~

Deleted: Except as provided in Subsections 3.4 and 3.5 above,
Deleted: no

6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

Deleted: e
Deleted: 6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below) ¶

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any non-monetary judgment pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

Deleted: Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, t

7.0 LIMITATION OF LIABILITY

7.1 ~~The providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive~~

remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

10.0 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 remains in full force and effect and is not affected unless removal of that provision results 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 will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. 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 in accordance with Section 8.0.

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

11.1.1 Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

11.1.2 MCI is a ~~limited liability company~~ duly organized, validly existing and in good standing under the laws of the ~~State of Delaware~~ and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

Deleted: corporation
Deleted: Commonwealth of Kentucky

11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the

cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

Deleted: including trade secret information,

11.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

11.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

11.6 TAXES

11.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

11.6.2 Definitions

11.6.2.1 For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of

public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

11.6.2.2 The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

11.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

11.6.3.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

11.6.4.1 Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

11.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

11.6.4.6 Notwithstanding any provision to the contrary, the purchasing

Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.4.7 Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

11.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

11.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

11.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

11.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.5.7 Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the

date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.1 Because of the mutual benefits related to the subject matter of this Agreement, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement.

11.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: **Brandenburg Telephone Company, Inc.**
Allison T. Willoughby
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

And

Randall Bradley
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

~~Deleted: except for charges that arise pursuant to Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2,~~

~~Deleted: In the event that charges are applicable pursuant to Subsection 3.4, Subsection 3.5.5, and/or Exhibit 2, the following terms and conditions set forth in this Section 11.7 apply.¶~~

~~¶ 11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.¶~~

~~¶ 11.7.3 . Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.¶~~

~~¶ 11.7.4 . If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.¶~~

~~¶ Section Break (Continuous).....~~

~~¶ 11.7.5 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties will appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives. However, all reasonable requests for relevant information made by one Party to the other Party must be honored.¶ [...] [2]~~

To: MCI

And

MCI

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

11.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

11.11 NO LICENSE

11.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

11.11.2 Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

11.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

11.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

11.15 ENTIRE AGREEMENT

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

11.16 COUNTERPARTS.

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2005.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date: _____

Date: _____

TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.

3.5.3 The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, including the compensation provisions set forth in Section 3.5.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and except for the compensation pursuant to Section 3.5.4, neither Party will owe a net due amount to the other Party for terminating ISP Traffic.

3.5.4 Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and (2) if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

3.5.5 At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties

In the event that charges are applicable pursuant to Subsection 3.4, Subsection 3.5.5, and/or Exhibit 2, the following terms and conditions set forth in this Section 11.7 apply.

11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred

charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

11.7.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

.....Section Break (Next Page).....

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

11.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Wednesday, June 04, 2008 8:43 AM
To: McGolerick, Rick
Cc: Turner, Mark (MarkETurner)
Subject: Brandenburg Telecom can Provide T1s for \$380.99 Per T1 and NRC 450 each

Rick,

Pursuant to our conversation yesterday morning, we have determined that Brandenburg Telecom can provision special access DS1's from our boundary to the Windstream switch at a monthly cost of \$380.99 per T-1 and a non-recurring installation cost of \$450.00 per T-1 over which AOL dial up calls from Brandenburg Telephone Company customers can be terminated.

Thanks,
Randall Bradley
270-422-2121

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Monday, June 02, 2008 12:28 PM
To: Randall Bradley
Cc: Turner, Mark (MarkETurner); Olson, Lee M (lee)
Subject: Brandenburg's Letter Requesting Interconnection with VzB
Importance: High

Randall – I am following up on our call today regarding Brandenburg's letter dated May 22, 2008 requesting interconnection with VzB and VzB's response dated May 30, 2008. As we discussed today and stated in our May 30th response VzB is willing to consider using the MCI/South Central Rural Telephone Interconnection Agreement as a template for discussions with Brandenburg pending agreement on an interconnection point.,

VzB would like to schedule a time to discuss interconnection locations/options with Brandenburg and we are proposing the following days/times. Please let me know what day/time works best for Brandenburg.

June 3rd – Anytime between 10AM and 3PM EST
 June 4th – Anytime between 10AM and 12PM EST
 June 5th – Anytime between 10AM and 3PM EST
 June 6th – Anytime between 10AM and 3PM EST
 June 9th – Anytime between 10AM and 3PM EST
 June 10th – Anytime between 10AM and 3PM EST

Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
 (703) 886 - 4032



From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Monday, March 26, 2007 10:42 AM
To: McGolerick, Rick (Rick)
Subject: RE: EAS agreement

Rick,

I will check schedules and try to get you a couple of times for next week.

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolesrick@verizonbusiness.com]
Sent: Monday, March 26, 2007 10:33 AM
To: Randall Bradley
Cc: Steven Watkins; Turner, Mark (Mark E Turner)
Subject: RE: EAS agreement

3/30/2010

Randall – Unfortunately we are not available on the proposed time below. Can you please let me know your availability next week? Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, March 23, 2007 10:05 AM
To: McGolerick, Rick (Rick)
Cc: 'Steven Watkins'
Subject: EAS agreement

Rick,

We would like to set up a conference call with MCI concerning the EAS agreement. We've checked internally and Wednesday, March 28th at 10:00 a.m. works well with us. Would MCI be available at this time?

Randall Bradley
270-422-2121

Sample, Janet

From: Rick McGolerick [rick.mcgolerick@mci.com]
Sent: Friday, February 10, 2006 11:27 AM
To: Randall Bradley
Cc: john.monroe@mci.com; Mark Turner
Subject: Conf Call with Brandenburg
Importance: High

Randall -- Below are some proposed times next week for our call. Please let me know what time works for you. Thanks.

Monday before 2.
Tuesday before 11 or 2-4
Wednesday after 11

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, February 09, 2006 2:22 PM
To: 'Rick McGolerick'
Cc: 'Steven Watkins'
Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

Sample, Janet

From: Rick McGolerick [rick.mcgoleric@mci.com]
Sent: Wednesday, January 25, 2006 3:14 PM
To: Randall Bradley
Cc: Mark Turner; john.monroe@mci.com
Subject: Conf Call

Importance: High

Randall -- We are available anytime before 4PM EST on Monday and Tuesday. Please let me know what day and time works for you. We will be using the bridge number below, thanks.

USA Toll Free Number: 877-695-7193

USA Toll Number: +1-712-421-2518

VNET Number: 333-1808

PARTICIPANT PASSCODE: 336939

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, January 25, 2006 11:55 AM
To: 'Rick McGolerick'
Subject:

Attached is Brandenburg Telephone Company's letter per our conference call.

Randall Bradley

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Wednesday, June 04, 2008 11:39 AM
To: Randall Bradley
Subject: DS3 Price Quote
Importance: High

Randal – Can you please provide a price quote for a DS3? Thanks.

*Rick McGolerick,
National Carrier Contracts and Initiatives
(703) 886 - 4032*



From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, June 04, 2008 8:43 AM
To: McGolerick, Rick (Rick)
Cc: Turner, Mark (MarkETurner)
Subject:

Rick,
Pursuant to our conversation yesterday morning, we have determined that Brandenburg Telecom can provision special access DS1's from our boundary to the Windstream switch at a monthly cost of \$380.99 per T-1 and a non-recurring installation cost of \$450.00 per T-1 over which AOL dial up calls from Brandenburg Telephone Company customers can be terminated.

Thanks,
Randall Bradley
270-422-2121

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Thursday, March 15, 2007 10:20 AM
To: Randall Bradley
Cc: Turner, Mark (Mark E Turner); Monroe, John
Subject: EAS Agreement - Brandenburg / MCI
Importance: High
Attachments: MCI EAS Agreement0223074 ver RM.doc

Randall -- Please see the attached agreement with our red lines and let me know if you have any questions.

Thanks

Rick McGolerick
National Carrier Contracts and Initiatives
 (703) 749-7338



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, March 02, 2007 11:06 AM
To: McGolerick, Rick (Rick)
Cc: 'Steven Watkins'
Subject: RE: eas agreement

Rick,

There should be a definition for Local Internet Traffic (this concept was added somewhere along the way, and apparently the definition was not added here). That definition should be:

“Local Internet Traffic” means any ISP traffic that is originated by a Customer of one Party, delivered to the other Party, and terminated by the other Party to an ISP within Brandenburg's EAS calling area(s). For purposes of this Agreement, Local Internet Traffic includes ISP Traffic between the specific Local Exchange Areas as set forth in Exhibit 1 to this Agreement. For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as EAS based on whether the Foreign Exchange Area is within the EAS calling scope as defined in this Agreement.

Regarding what was the original language regarding the cost of additional trunking (presumably to service one-way traffic to ISPs) included in Section 3.5.4, that specific provision was deleted because all of the terms have been adjusted to reflect the fact that the Point of Interconnection will be at the Radcliff tandem (Brandenburg would not incur additional trunking costs to be addressed by the now deleted phrase). In that case, as the

language of the latest version states, each party is responsible for the facilities on their side of the POC and the additional cost of trunking concept is not needed.

Let me know if there is additional clarification needed or any more questions.

Thanks,

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Wednesday, February 28, 2007 3:03 PM
To: Randall Bradley
Subject: RE: eas agreement

Randall – In the document you sent back to me “Local Internet Traffic” is not defined. Can you please define or should that term be removed? Also, in the pre redline agreement you sent there was language referencing compensation for the cost of additional trunking facilities (Section 3.5.4). Please send me a breakdown of what these costs are?

Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, February 23, 2007 11:00 AM
To: McGolerick, Rick (Rick)
Cc: 'Steven Watkins'
Subject: eas agreement

Rick,

Thanks for the diagram you sent Wednesday afternoon. Attached is the agreement that we've redlined that should incorporate our previous discussions. If you have any questions, please give me a call.

Thanks,

Randall
270-422-2121

AGREEMENT

for the

TRANSPORT AND TERMINATION OF
EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of _____, 20__

Between

Brandenburg Telephone Company, Inc.

and

MCI

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at 200 Telco Drive, Brandenburg, Kentucky 40108 and MCI metro Access Transmission Services L.L.C ("MCI"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147. This Agreement may refer to either Brandenburg or MCI as a "Party" or to both Brandenburg and MCI as the "Parties."

Deleted:

RECITALS

WHEREAS, Brandenburg and MCI are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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, Brandenburg and MCI hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

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

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an internet service provider, that provides information services.

1.13 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the

Deleted: For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as EAS based on whether the Foreign Exchange Area is within the EAS calling scope as defined in this section.

other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

1.14 "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

1.15 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.16 "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.17 "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic. Each Party shall be financially responsible for the costs of the facilities on its respective side of the POC.

1.18 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.19 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.21 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.22 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

1.23 "Foreign Exchange Service" is a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different Rate Center Area ("Foreign Exchange Area"). Tariffed Foreign Exchange Service provides the Customer with a private line interexchange circuit from the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number associated with the Foreign Exchange Area. A Customer's Home Exchange Area and Foreign Exchange Area must be both within the same LATA and within the Commonwealth of Kentucky.

Deleted: ¶

2.0 INTERPRETATION AND CONSTRUCTION

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

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

Deleted: Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

Deleted: Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party. Neither party shall bridge

Deleted: including, but not limited to, the resale or bridging of

Deleted: EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or

Deleted: the

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3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

Deleted: NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center; except that where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a NPA-NXX associated with the Foreign Exchange Area and the Customer will be deemed to be obtaining local exchange service in the Foreign Exchange Area.

3.1.3

3.1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number, where available, on all Traffic delivered to the other Party. Both

Deleted: and represent

Deleted: ; including, where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a telephone number associated with the Foreign Exchange Area;

Deleted: subject to Sections 3.1.4.1, 3.1.4.2., and 3.1.4.3,

Deleted: EAS

Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3,

3.1.5 If a Party violates (the "Violating Party") any of the terms or warranties, provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (15) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement.

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 "Section Intentionally Omitted"

Deleted: . If either Party violates Section 3.1.2, 3.1.3, above, or this Section 3.1.4, the other Party shall be entitled to charge originating and terminating access charges, as appropriate, for traffic associated with such violations.

Deleted: 3.1.4.1. Each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the Customer's billing number. The parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number.¶

Deleted: 3.1.4.2. Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party.¶

Deleted: 3.1.4.3 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than ninety-five percent (95%) of the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than ninety-five percent (95%) that can be identified. If traffic deliv(... [1]

Deleted: ,

Deleted: or representations

Deleted: Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this ... [2]

Deleted: . Local Internet Traffic shall be treated pursuant to the terms of Section 3.5.

Deleted: Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information ... [3]

Deleted: ally exclude verification traffic and 911 traffic.

Deleted: ACCESS TRAFFIC

Deleted: ¶

3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

Deleted: LOCAL INTERNET
Deleted: INFORMATION SERVICE PROVIDER

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, ISP Traffic will be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties will treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.

Deleted: some
Deleted: may
Deleted: may
Deleted: Local Internet
Deleted: ISP
Deleted: Local Internet
Deleted: ISP
Deleted: any
Deleted: Local Internet
Deleted: ISP
Deleted: Local Internet
Deleted: ISP

3.5.3 If either Party assigns NPA/NXXs to specific Brandenburg rate centers within the LATA and assigns numbers from those NPA/NXXs to customers physically located outside of that LATA, the other Party's traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a customer physically located outside of such LATA ("V/FX" Traffic) shall be subject to intercarrier compensation in accordance with this Section 3.5.3, et seq.

Deleted: The compensation terms in this Section 3.5 are applicable solely under the condition that MCI establishes a POC with Brandenburg's Radcliff Tandem office for purposes of the exchange of traffic within the scope of this agreement. The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, including the compensation provisions set forth in Section 3.5.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and except for the compensation pursuant to Section 3.5.4, and neither Party will owe a net due amount to the other Party for terminating Local Internet

3.5.3.1 IntraLATA traffic (i.e., where the physical end points of the call are within the LATA) shall be exchanged as though it were Local Traffic, if the originating and terminating NPA/NXXs indicated that the traffic is Local Traffic, and it shall be exchanged as though it were IntraLATA Toll Traffic if the originating and terminating NPA/NXXs indicate that the traffic is IntraLATA Toll Traffic.

Deleted: ISP
Deleted: Traffic.

3.5.3.2 In each LATA where the Parties have at least one POI in each of the ILEC Tandem serving areas in which CLEC assigns to its end user customers its own or ported telephone numbers and at which each Party delivers its originating traffic to the other Party, the rate for the Call Transport and Call Termination of V/FX Traffic that is ISP-bound Traffic is \$.0007 per minute of use.

3.5.3.3 In each LATA where the Parties do not have at least one POI in each of the ILEC Tandem serving areas in which CLEC assigns to its end user customers its own ported telephone numbers and at which each Party delivers its originating traffic to the other Party, V/FX Traffic that is ISP-bound Traffic shall be exchanged on a bill and keep basis.

3.5.3.4 In each LATA, V/FX Traffic that is not ISP-bound Traffic shall be exchanged on a bill and keep basis. The Parties hereby agree that, as of the Effective Date, they are exchanging only a de minimis amount of V/FX Traffic that is not ISP-bound Traffic. The Parties further agree that, from time to time, upon written request from either Party, the Parties will review whether the amount of such V/FX Traffic that is not ISP-bound Traffic exchanged between them remains de minimis. If, upon such review, the amount of such V/FX Traffic that is

not ISP-bound Traffic is found not to be de minimis, the Parties shall engage in good faith negotiations to amend this Agreement to establish an intercarrier compensation regime for such non-de minimis traffic.

Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1 and (2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1.

Deleted: 3.5.4

Deleted: Local Interest

Deleted: ISP

Deleted: to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and

Deleted: if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

Deleted: 3.5.5 . At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.¶

3.6 TRUNK GROUPS

3.6.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

3.6.3 Each Party is individually responsible for the provision and maintenance of facilities within its network to the POC as identified and shown in Exhibit 1 which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

Deleted: 3.9 NO COMPENSATION¶

¶ Except as provided in Section 3.1, the Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of EAS Traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, the establishment of the POC as set forth in Exhibit 1, and all other terms and conditions set forth in this Agreement.¶

4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

5.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. No non-recurring charges will apply with respect to any of the terms of this Agreement.

6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any non-monetary judgment pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

7.0 LIMITATION OF LIABILITY

7.1 The providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive

Deleted: 6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).¶

Deleted: Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, t

remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

10.0 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 remains in full force and effect and is not affected unless removal of that provision results 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 will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. 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 in accordance with Section 8.0.

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

11.1.1 Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

11.1.2 MCI is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the

cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

Deleted: including trade secret information

11.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

11.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

11.6 TAXES

11.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

11.6.2 Definitions

11.6.2.1 For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of

public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

11.6.2.2 The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

11.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

11.6.3.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

11.6.4.1 Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

11.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

11.6.4.6 Notwithstanding any provision to the contrary, the purchasing

Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.4.7 Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

11.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

11.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

11.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

11.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.5.7 Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the

date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

11.7.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

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

11.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

Deleted: 11.7.1 . Because of the mutual benefits related to the subject matter of this Agreement, except for charges that may arise pursuant to

Deleted: Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2

Deleted: Section 3.1, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to this Agreement except for charges that may arise pursuant to Section 3.1, the following terms and conditions set forth in this Section 11.7 apply.¶

11.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute within thirty (30) days, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg Telephone Company, Inc.
Allison T. Willoughby
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

And

Randall Bradley
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

To: MCI

And

MCI

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

11.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

11.11 NO LICENSE

11.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

11.11.2 Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

11.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

11.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

11.15 ENTIRE AGREEMENT

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

11.16 COUNTERPARTS.

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2005.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date: _____

Date: _____

3.1.4.3 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than ninety-five percent (95%) of the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than ninety-five percent (95%) that can be identified. If traffic delivered by one Party to the other Party has CPN on fewer than ninety-five percent (95%) of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the ninety-five percent (95%) threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have thirty (30) days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within thirty (30) days of the written notice to bring the delivered traffic without CPN to fewer than five percent (5%) of total calls, the Terminating Party will bill all traffic without CPN as intrastate Access traffic until such time as the traffic without CPN is fewer than five percent (5%) of total traffic.

Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees

Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specific

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Wednesday, June 04, 2008 11:39 AM
To: Randall Bradley
Subject: DS3 Price Quote
Importance: High

Randal – Can you please provide a price quote for a DS3? Thanks.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 886 - 4032



From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Wednesday, June 04, 2008 8:43 AM
To: McGolerick, Rick (Rick)
Cc: Turner, Mark (MarkETurner)
Subject:

Rick,
Pursuant to our conversation yesterday morning, we have determined that Brandenburg Telecom can provision special access DS1's from our boundary to the Windstream switch at a monthly cost of \$380.99 per T-1 and a non-recurring installation cost of \$450.00 per T-1 over which AOL dial up calls from Brandenburg Telephone Company customers can be terminated.

Thanks,
Randall Bradley
270-422-2121

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Thursday, March 15, 2007 10:20 AM
To: Randall Bradley
Cc: Turner, Mark (Mark E Turner); Monroe, John
Subject: EAS Agreement - Brandenburg / MCI
Importance: High
Attachments: MCI EAS Agreement0223074 ver RM.doc

Randall – Please see the attached agreement with our red lines and let me know if you have any questions.

Thanks

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, March 02, 2007 11:06 AM
To: McGolerick, Rick (Rick)
Cc: 'Steven Watkins'
Subject: RE: eas agreement

Rick,

There should be a definition for Local Internet Traffic (this concept was added somewhere along the way, and apparently the definition was not added here). That definition should be:

“Local Internet Traffic” means any ISP traffic that is originated by a Customer of one Party, delivered to the other Party, and terminated by the other Party to an ISP within Brandenburg's EAS calling area(s). For purposes of this Agreement, Local Internet Traffic includes ISP Traffic between the specific Local Exchange Areas as set forth in Exhibit 1 to this Agreement. For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as EAS based on whether the Foreign Exchange Area is within the EAS calling scope as defined in this Agreement.

Regarding what was the original language regarding the cost of additional trunking (presumably to service one-way traffic to ISPs) included in Section 3.5.4, that specific provision was deleted because all of the terms have been adjusted to reflect the fact that the Point of Interconnection will be at the Radcliff tandem (Brandenburg would not incur additional trunking costs to be addressed by the now deleted phrase). In that case, as the

language of the latest version states, each party is responsible for the facilities on their side of the POC and the additional cost of trunking concept is not needed.

Let me know if there is additional clarification needed or any more questions.

Thanks,

Randall

-----Original Message-----

From: McGolerick, Rick (Rick) [mailto:rick.mcgolerick@verizonbusiness.com]
Sent: Wednesday, February 28, 2007 3:03 PM
To: Randall Bradley
Subject: RE: eas agreement

Randall – In the document you sent back to me “Local Internet Traffic” is not defined. Can you please define or should that term be removed? Also, in the pre redline agreement you sent there was language referencing compensation for the cost of additional trunking facilities (Section 3.5.4). Please send me a breakdown of what these costs are?

Thanks.

*Rick McGolerick,
National Carrier Contracts and Initiatives
(703) 749-7338*



-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, February 23, 2007 11:00 AM
To: McGolerick, Rick (Rick)
Cc: 'Steven Watkins'
Subject: eas agreement

Rick,

Thanks for the diagram you sent Wednesday afternoon. Attached is the agreement that we've redlined that should incorporate our previous discussions. If you have any questions, please give me a call.

Thanks,

Randall
270-422-2121

AGREEMENT

for the

TRANSPORT AND TERMINATION OF
EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of _____, 20__

Between

Brandenburg Telephone Company, Inc.

and

MCI

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at 200 Telco Drive, Brandenburg, Kentucky 40108 and MCI metro Access Transmission Services L.L.C ("MCI"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147. This Agreement may refer to either Brandenburg or MCI as a "Party" or to both Brandenburg and MCI as the "Parties."

Deleted:

RECITALS

WHEREAS, Brandenburg and MCI are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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, Brandenburg and MCI hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

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

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.13 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the

Deleted: For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as EAS based on whether the Foreign Exchange Area is within the EAS calling scope as defined in this section.

other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

1.14 "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

1.15 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.16 "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.17 "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic. Each Party shall be financially responsible for the costs of the facilities on its respective side of the POC.

1.18 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.19 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.21 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.22 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

1.23 "Foreign Exchange Service" is a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different Rate Center Area ("Foreign Exchange Area"). Tariffed Foreign Exchange Service provides the Customer with a private line interexchange circuit from the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number associated with the Foreign Exchange Area. A Customer's Home Exchange Area and Foreign Exchange Area must be both within the same LATA and within the Commonwealth of Kentucky.

Deleted: ¶

2.0 INTERPRETATION AND CONSTRUCTION

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

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. ~~If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.~~

Deleted: Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic.

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

Deleted: Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party. Neither party shall bridge

Deleted: including, but not limited to, the resale or bridging of

Deleted: EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or

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3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

Deleted: NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center; except that where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a NPA-NXX associated with the Foreign Exchange Area and the Customer will be deemed to be obtaining local exchange service in the Foreign Exchange Area.

3.1.3

3.1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number, where available, on all Traffic delivered to the other Party. Both

Deleted: and represent

Deleted: ; including, where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a telephone number associated with the Foreign Exchange Area;

Deleted: subject to Sections 3.1.4.1., 3.1.4.2., and 3.1.4.3,

Deleted: EAS

Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3,

3.1.5 If a Party violates (the "Violating Party") any of the terms or warranties, provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (15) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement.

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 "Section Intentionally Omitted"

Deleted: If either Party violates Section 3.1.2, 3.1.3, above, or this Section 3.1.4, the other Party shall be entitled to charge originating and terminating access charges, as appropriate, for traffic associated with such violations

Deleted: 3.1.4.1. Each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the Customer's billing number. The parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number ¶

Deleted: 3.1.4.2. Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party ¶

Deleted: 3.1.4.3. When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than ninety-five percent (95%) of the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than ninety-five percent (95%) that can be identified. If traffic deliv... [1]

Deleted: ,

Deleted: or representations

Deleted: Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this ... [2]

Deleted: Local Internet Traffic shall be treated pursuant to the terms of Section 3.5.

Deleted: Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information... [3]

Deleted: ally exclude verification traffic and 911 traffic

Deleted: ACCESS TRAFFIC

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3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, ISP Traffic will be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties will treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.

3.5.3 If either Party assigns NPA/NXXs to specific Brandenburg rate centers within the LATA and assigns numbers from those NPA/NXXs to customers physically located outside of that LATA, the other Party's traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a customer physically located outside of such LATA ("V/FX" Traffic) shall be subject to intercarrier compensation in accordance with this Section 3.5.3, et seq.

3.5.3.1 IntraLATA traffic (i.e., where the physical end points of the call are within the LATA) shall be exchanged as though it were Local Traffic, if the originating and terminating NPA/NXXs indicated that the traffic is Local Traffic, and it shall be exchanged as though it were IntraLATA Toll Traffic if the originating and terminating NPA/NXXs indicate that the traffic is IntraLATA Toll Traffic.

3.5.3.2 In each LATA where the Parties have at least one POI in each of the ILEC Tandem serving areas in which CLEC assigns to its end user customers its own or ported telephone numbers and at which each Party delivers its originating traffic to the other Party, the rate for the Call Transport and Call Termination of V/FX Traffic that is ISP-bound Traffic is \$.0007 per minute of use.

3.5.3.3 In each LATA where the Parties do not have at least one POI in each of the ILEC Tandem serving areas in which CLEC assigns to its end user customers its own ported telephone numbers and at which each Party delivers its originating traffic to the other Party, V/FX Traffic that is ISP-bound Traffic shall be exchanged on a bill and keep basis.

3.5.3.4 In each LATA, V/FX Traffic that is not ISP-bound Traffic shall be exchanged on a bill and keep basis. The Parties hereby agree that, as of the Effective Date, they are exchanging only a de minimis amount of V/FX Traffic that is not ISP-bound Traffic. The Parties further agree that, from time to time, upon written request from either Party, the Parties will review whether the amount of such V/FX Traffic that is not ISP-bound Traffic exchanged between them remains de minimis. If, upon such review, the amount of such V/FX Traffic that is

Deleted: LOCAL INTERNET
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Deleted: The compensation terms in this Section 3.5 are applicable solely under the condition that MCI establishes a POC with Brandenburg's Radcliff Tandem office for purposes of the exchange of traffic within the scope of this agreement. The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, including the compensation provisions set forth in Section 3.5.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and except for the compensation pursuant to Section 3.5.4, and neither Party will owe a net due amount to the other Party for terminating Local Internet
Deleted: ISP
Deleted: Traffic.

not ISP-bound Traffic is found not to be de minimis, the Parties shall engage in good faith negotiations to amend this Agreement to establish an intercarrier compensation regime for such non-de minimis traffic.

Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1 and (2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1.

Deleted: 3.5.4

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Deleted: to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and

Deleted: if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party

Deleted: 3.5.5 At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties ¶

3.6 TRUNK GROUPS

3.6.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

3.6.3 Each Party is individually responsible for the provision and maintenance of facilities within its network to the POC as identified and shown in Exhibit 1 which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

Deleted: 3.9. NO COMPENSATION¶

¶ Except as provided in Section 3.1, the Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of EAS Traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, the establishment of the POC as set forth in Exhibit 1, and all other terms and conditions set forth in this Agreement.¶

4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

5.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. No non-recurring charges will apply with respect to any of the terms of this Agreement.

6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any non-monetary judgment pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

7.0 LIMITATION OF LIABILITY

7.1 The providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive

Deleted: 6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).¶

Deleted: Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, t

remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

10.0 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 remains in full force and effect and is not affected unless removal of that provision results 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 will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. 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 in accordance with Section 8.0.

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

11.1.1 Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

11.1.2 MCI is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the

cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

Deleted: including trade secret information

11.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

11.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

11.6 TAXES

11.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

11.6.2 Definitions

11.6.2.1 For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of

public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

11.6.2.2 The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

11.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

11.6.3.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

11.6.4.1 Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

11.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

11.6.4.6 Notwithstanding any provision to the contrary, the purchasing

Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.4.7 Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

11.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

11.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

11.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

11.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.5.7 Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the

date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

11.7.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

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

11.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

Deleted: 11.7.1 . Because of the mutual benefits related to the subject matter of this Agreement, except for charges that may arise pursuant to

Deleted: Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2

Deleted: Section 3.1, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to this Agreement except for charges that may arise pursuant to Section 3.1, the following terms and conditions set forth in this Section 11.7 apply ¶j

11.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute within thirty (30) days, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg Telephone Company, Inc.
Allison T. Willoughby
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

And

Randall Bradley
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

To: MCI

And

MCI

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

11.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

11.11 NO LICENSE

11.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

11.11.2 Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

11.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

11.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

11.15 ENTIRE AGREEMENT

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

11.16 COUNTERPARTS.

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2005.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date: _____

Date: _____

3.1.4.3 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than ninety-five percent (95%) of the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than ninety-five percent (95%) that can be identified. If traffic delivered by one Party to the other Party has CPN on fewer than ninety-five percent (95%) of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the ninety-five percent (95%) threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have thirty (30) days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within thirty (30) days of the written notice to bring the delivered traffic without CPN to fewer than five percent (5%) of total calls, the Terminating Party will bill all traffic without CPN as intrastate Access traffic until such time as the traffic without CPN is fewer than five percent (5%) of total traffic.

Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees

Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specific

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Friday, February 23, 2007 11:00 AM
To: McGolerick, Rick (Rick)
Cc: Steven Watkins
Subject: eas agreement
Attachments: MCI EAS Agreement022307.doc

Rick,

Thanks for the diagram you sent Wednesday afternoon. Attached is the agreement that we've redlined that should incorporate our previous discussions. If you have any questions, please give me a call.

Thanks,

Randall
270-422-2121

AGREEMENT

for the

TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of _____, 20__

Between

Brandenburg Telephone Company, Inc.

and

MCI

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at 200 Telco Drive, Brandenburg, Kentucky 40108 and MCI metro Access Transmission Services L.L.C ("MCI"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147. This Agreement may refer to either Brandenburg or MCI as a "Party" or to both Brandenburg and MCI as the "Parties."

Deleted:

RECITALS

WHEREAS, Brandenburg and MCI are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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, Brandenburg and MCI hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

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

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement. For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as EAS based on whether the Foreign Exchange Area is within the EAS calling scope as defined in this section.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an

Internet service provider, that provides information services.

1.13 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

1.14 "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

1.15 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.16 "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.17 "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic. Each Party shall be financially responsible for the costs of the facilities on its respective side of the POC.

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1.18 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.19 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.21 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.22 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

1.23 "Foreign Exchange Service" is a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different Rate Center Area ("Foreign Exchange Area"). Tariffed Foreign Exchange Service provides the Customer with a private line interexchange circuit from the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number

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associated with the Foreign Exchange Area. A Customer's Home Exchange Area and Foreign Exchange Area must be both within the same LATA and within the Commonwealth of Kentucky.

2.0 INTERPRETATION AND CONSTRUCTION

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

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

3.1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party. Neither party shall bridge EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or assign NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center, except that where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a NPA-NXX

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associated with the Foreign Exchange Area and the Customer will be deemed to be obtaining local exchange service in the Foreign Exchange Area.

3.1.4 Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; including, where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a telephone number associated with the Foreign Exchange Area; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to Sections 3.1.4.1., 3.1.4.2., and 3.1.4.3, provide Calling Party Number on all Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3. If either Party violates Section 3.1.2, 3.1.3, above, or this Section 3.1.4, the other Party shall be entitled to charge originating and terminating access charges, as appropriate, for traffic associated with such violations.

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

3.1.4.2 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party.

3.1.4.3 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than ninety-five percent (95%) of the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than ninety-five percent (95%) that can be identified. If traffic delivered by one Party to the other Party has CPN on fewer than ninety-five percent (95%) of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the ninety-five percent (95%) threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have thirty (30) days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within thirty (30) days of the written notice to bring the delivered traffic without CPN to fewer than five percent (5%) of total calls, the Terminating Party will bill all traffic without CPN as intrastate Access traffic until such time as the traffic without CPN is fewer than five percent (5%) of total traffic.

3.1.5 If a Party violates (the "Violating Party") any of the terms, warranties or representations provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (15) days following such notification or discovery,

correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. Local Internet Traffic shall be treated pursuant to the terms of Section 3.5. ~~ally exclude verification traffic and 911 traffic.~~

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 "Section Intentionally Omitted"

Deleted: Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees

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3.5 TREATMENT OF LOCAL INTERNET TRAFFIC

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3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat Local Internet Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of Local Internet Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which any ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Local Internet Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Local Internet Traffic between the Parties.

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3.5.3 The compensation terms in this Section 3.5 are applicable solely under the condition that MCI establishes a POC with Brandenburg's Radcliff Tandem office for purposes of the exchange of traffic within the scope of this agreement. The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and neither Party will owe a net due amount to the other Party for terminating Local Internet Traffic.

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Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and Local Internet Traffic: (1) each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1 and (2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1.

Deleted: to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and

Deleted: if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

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3.6 TRUNK GROUPS

3.6.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

3.6.3 Each Party is individually responsible for the provision and maintenance of facilities within its network to the POC as identified and shown in Exhibit 1 which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

3.9 NO COMPENSATION

Except as provided in Section 3.1, the Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of EAS Traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, the establishment of the POC as set forth in Exhibit 1, and all other terms and conditions set forth in this Agreement.

4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

5.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. No non-recurring charges will apply with respect to any of the terms of this Agreement.

6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other

Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement.

Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any judgment pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).

7.0 LIMITATION OF LIABILITY

7.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of

said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

10.0 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 remains in full force and effect and is not affected unless removal of that provision results 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 will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. 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 in accordance with Section 8.0.

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

11.1.1 *Brandenburg* is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

11.1.2 *MCI* is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's

performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

11.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

11.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

11.6 TAXES

11.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

11.6.2 Definitions

11.6.2.1 For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff

surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

11.6.2.2 The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

11.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

11.6.3.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

11.6.4.1 Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

11.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

11.6.4.6 Notwithstanding any provision to the contrary, the purchasing Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.4.7 Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

11.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

11.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

11.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

11.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.5.7 Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee

by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.1 Because of the mutual benefits related to the subject matter of this Agreement, except for charges that may arise pursuant to Section 3.1, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to this Agreement except for charges that may arise pursuant to Section 3.1, the following terms and conditions set forth in this Section 11.7 apply.

Deleted: Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2

11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

11.7.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

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

11.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes

of the Federal Rules of Evidence and state rules of evidence.

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

11.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute within thirty (30) days, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg Telephone Company, Inc.
Allison T. Willoughby
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

And

Randall Bradley
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

To: MCI

And

MCI

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

11.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

11.11 NO LICENSE

11.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

11.11.2 Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

11.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

11.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

11.15 ENTIRE AGREEMENT

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

11.16 COUNTERPARTS.

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2005.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date: _____

Date: _____

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]

Sent: Thursday, September 08, 2005 9:31 AM

To: rick.mcgolerick@mci.com

Subject: EAS Agreement

Attachments: EAS Agreement Brandenburg and MCI.doc; EAS Agreement Exhibits Brandenburg and MCI.doc
Rick,

Attached is our standard EAS agreement that we have with several providers. After review, please give me a call if you have any questions. Thanks.

Randall Bradley
270-422-2121
270-422-4448 Fax

Brandenburg Telephone Co.
200 Telco Drive
Brandenburg, KY 40108

3/30/2010

AGREEMENT

for the

TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of _____, 20__

Between

Brandenburg Telephone Company, Inc.

and

MCI

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at _____ and MCI ("MCI"), a Kentucky corporation with offices at 1515 Broadway, Paducah, Kentucky 42001 and 1419 W. Lloyd Expressway, Evansville, Indiana 47710. This Agreement may refer to either Brandenburg or MCI as a "Party" or to both Brandenburg and MCI as the "Parties."

RECITALS

WHEREAS, Brandenburg and MCI are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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, Brandenburg and MCI hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or

controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

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

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.13 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

1.14 "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

1.15 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.16 "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.17 "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic.

1.18 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.19 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.21 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.22 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

2.0 INTERPRETATION AND CONSTRUCTION

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

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

3.1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center.

3.1.4 Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number on all EAS Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

3.1.5 If a Party violates (the "Violating Party") any of the terms, warranties or

representations provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (5) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees. Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude verification traffic and 911 traffic.

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 ACCESS TRAFFIC

Notwithstanding the requirements, warranties and representations set forth in this Section 3, whenever Brandenburg delivers traffic to MCI for termination on MCI's network, if Brandenburg cannot determine, because of the manner in which MCI has utilized its NPA-NXX codes to serve End Users and information service providers, whether the traffic is between End Users in different geographic areas between which EAS calling is exchanged between the Parties pursuant to this Agreement or whether the traffic is interexchange toll or access traffic, Brandenburg will charge MCI originating intrastate exchange access service charges for the originating usage pursuant to the access charge terms, conditions, and rates that Brandenburg applies to other intraLATA toll providers. If MCI deploys NXX codes in such a manner that Brandenburg cannot determine whether the traffic delivered to Brandenburg by MCI is EAS Traffic, Brandenburg will charge terminating intrastate network access charges to MCI.

3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.

3.5.3 The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, including the compensation provisions set forth in Section 3.5.4, represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and except for the compensation pursuant to Section 3.5.4, neither Party will owe a net due amount to the other Party for terminating ISP Traffic.

3.5.4 Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and (2) if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

3.5.5 At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.

3.6 TRUNK GROUPS

3.6.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree

to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

3.6.3 Except as provided in Subsection 3.5 above, each Party is individually responsible for the provision and maintenance of facilities within its network to the POC which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

3.9 NO COMPENSATION

Except as provided in Subsections 3.4 and 3.5.4, the Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement.

4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

5.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. Except as provided in Subsections 3.4 and 3.5 above, no non-recurring charges will apply with respect to any of the terms of this Agreement.

6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any judgement pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).

7.0 LIMITATION OF LIABILITY

7.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services,

arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of

this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

10.0 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 remains in full force and effect and is not affected unless removal of that provision results 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 will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. 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 in accordance with Section 8.0.

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

11.1.1 Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

11.1.2 MCI is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or

equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time.

Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

11.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

11.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

11.6 TAXES

11.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

11.6.2 Definitions

11.6.2.1 For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

11.6.2.2 The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

11.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

11.6.3.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

11.6.4.1 Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

11.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

11.6.4.6 Notwithstanding any provision to the contrary, the purchasing Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.4.7 Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

11.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

11.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

11.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

11.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of

any such tax or fee.

11.6.5.7 Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.1 Because of the mutual benefits related to the subject matter of this Agreement, except for charges that arise pursuant to Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to Subsection 3.4, Subsection 3.5.5, and/or Exhibit 2, the following terms and conditions set forth in this Section 11.7 apply.

11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

11.7.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

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

11.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to

subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

11.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg Telephone Company, Inc.
Allison T. Willoughby
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

And

Randall Bradley
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

To: MCI

And

MCI

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

11.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

11.11 NO LICENSE

11.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

11.11.2 Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

11.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

11.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

11.15 ENTIRE AGREEMENT

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

11.16 COUNTERPARTS.

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2005.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date: _____

Date: _____

EXHIBIT 1

Local Service Exchange Areas Between Which Extended Area Service (EAS) Traffic Is To Be Exchanged Pursuant to this Agreement.

This Exhibit specifies the Local Service Exchange Areas and Extended Area Services covered pursuant to the AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and MCI ("MCI") as follows:

I. Local Service Areas Covered by this Agreement:

1. The BRANDENBURG Local Service Exchange Area is the geographic area covering the BRANDENBURG exchange as operated by Brandenburg on January 1, 2003 ("BRANDENBURG") with a V&H of V=xxxx and H=yyyy.
2. The MCI Local Service Exchange Area is the geographic area covering the MCI exchange as operated by Brandenburg on January 1, 2003 ("MCI") with a V&H of V=xxxx and H= yyyy.
3. The BELLArea Local Service Exchange Area is the geographic area covering the BELLArea exchange as operated by BellSouth Communications, Inc. on January 1, 2003 ("BELLArea") with a V&H of V=xxxx and H=yyyy.

II. Extended Area Service Traffic Covered by this Agreement includes:

1. BRANDENBURG-BELLArea EAS traffic includes calls that originate in BRANDENBURG (from Brandenburg NPA-NXX of XXX-XXX) and terminate in BELLArea (to MCI NPA-NXX of XXX-XXX) and calls that originate in BELLArea (from MCI NPA-NXX of XXX-XXX) and terminate in BRANDENBURG (to Brandenburg NPA-NXX of XXX-XXX).
2. MCI-BELLArea EAS traffic includes calls that originate in MCI (from Brandenburg NPA-NXX of XXX-XXX) and terminate in BELLArea (to MCI NPA-NXX of XXX-XXX) and calls that originate in BELLArea (from MCI NPA-NXX of XXX-XXX) and terminate in MCI (to Brandenburg NPA-NXX of XXX-XXX).

III. Designation of Points of Connection For the Delivery of EAS Traffic Pursuant to this Agreement:

THE PARTIES MUST REVISE THIS EXHIBIT I BY COMPLETING THIS SECTION III PRIOR TO THE EXCHANGE OF EAS TRAFFIC. THE PARTIES WILL COMPLETE THIS SECTION III AFTER THE PARTIES HAVE AGREED TO SPECIFIC TRUNKING ARRANGMENTS AND POINT(S) OF INTERCONNECTION.

1. For BRANDENBURG-BELLArea EAS and MCI-BELLArea EAS, the Parties agree to connect _____ using _____ by means of _____ at a meet-point located _____ in the _____ Exchange with V&H of _____.

Approved and executed this _____ day of _____, 2003.

Brandenburg Telephone Company

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Exhibit 2
Schedule of Charges for the Exchange of Extended Area Service (EAS) Traffic
Pursuant to this Agreement.

This Exhibit specifies the charges between the Parties pursuant to the AGREEMENT FOR THE EXCHANGE OF TWO-WAY EXTENDED AREA SERVICE (EAS) TRAFFIC between Brandenburg Telephone Company, Inc. ("Brandenburg") and MCI ("MCI") as follows:

RESERVED FOR FUTURE USE

Approved and executed this _____ day of _____, 2003.

Brandenburg Telephone Company, Inc.

MCI

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Friday, March 23, 2007 10:05 AM
To: McGolerick, Rick (Rick)
Cc: Steven Watkins
Subject: EAS agreement

Rick,

We would like to set up a conference call with MCI concerning the EAS agreement. We've checked internally and Wednesday, March 28th at 10:00 a.m. works well with us. Would MCI be available at this time?

Randall Bradley
270-422-2121

Sample, Janet

From: Randall Bradley [rbradley@bbtel.com]
Sent: Wednesday, February 21, 2007 10:55 AM
To: McGolerick, Rick (Rick)
Subject: FW: [Fwd: Brandenburg LNP Query]

-----Original Message-----

From: George Lewis [mailto:gtlewis@bbtel.com]
Sent: Wednesday, February 21, 2007 8:14 AM
To: Randall Bradley
Subject: [Fwd: Brandenburg LNP Query]

----- Original Message -----

Subject:Brandenburg LNP Query
Date:Thu, 15 Feb 2007 12:24:44 -0500
From:Williams, Steven G <Steven.G.Williams@windstream.com>
To:<troynevitt@bbtel.com>, <gtlewis@bbtel.com>
CC:Gilmer, Ted A <Ted.A.Gilmer@windstream.com>, Fuller, Anthony <Anthony.Fuller@windstream.com>

During a four day audit of traffic in the Elizabeth office, we discovered that Brandenburg Telephone is sending thousands of calls over its ICO trunk groups for calls that do not terminate to Windstream. This is mainly due to the fact that Brandenburg Telephone is not completing LNP queries. Your CLEC originated traffic appears to have already completed the LNP query.

Windstream's Elizabethtown end office completed approximately 12,000 LNP queries, and transited over 866,528 MOU (Minutes Of Use) for calls originated from Brandenburg Telephone.

Since the traffic is intraLATA and your switch is capable, Brandenburg Telephone must complete its own LNP dips, and as the industry standard, route the call based on the LRN.

Brandenburg Telephone needs to complete this work before Friday, February 23, 2007. On Monday, February 26, Windstream will implement the necessary translations changes on the Brandenburg Telephone trunk groups to correct this problem and allow only traffic that has completed the LNP query to terminating to the Windstream Elizabethtown office.

Please contact me if you would like to discuss.

Thanks,
Steven Williams
Staff Manager - Translations Engineering
Windstream Communication
704-845-7258
steven.g.williams@windstream.com



The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and advise that you do not read the message attachments, and that you delete them without copying or sending them to anyone.

Sample, Janet

From: Bandy, Linda [linda.bandy@dinslaw.com]
Sent: Thursday, May 22, 2008 4:45 PM
To: McGolerick, Rick (Rick)
Subject: FW: Agreement for Facilities-Based Network Interconnection
Attachments: Agreement for Facilities-Based Network Interconnection.pdf

Please see attached.

NOTICE: This electronic mail transmission from the law firm of Dinsmore & Shohl may constitute an attorney-client communication that is privileged at law. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this electronic mail transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail, so that our address record can be corrected.



John E. Selent
502-540-2315
john.selent@dinslaw.com

May 22, 2008

VIA CERTIFIED U.S. MAIL
RETURN RECEIPT REQUESTED

Julie L. Davis
Regulatory Manager
MCIMetro Access Transmission Services,
Inc.
6 Concourse Parkway
Suite 3200
Atlanta, GA 30328

Gary Carter
Agency Relations Specialist
MCIMetro Access Transmission Services,
Inc.
6 Concourse Parkway
Suite 3200
Atlanta, GA 30328

Melissa Burris
Staff Specialist
MCIMetro Access Transmission Services,
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6 Concourse Parkway
Suite 3200
Atlanta, GA 30328

Peter Reynolds
Director, National Carrier Contracts
& Initiatives
MCIMetro Access Transmission Services,
Inc.
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147

MCIMetro Access Transmission Services,
Inc.
Network and Technology Law
22001 Loudoun County Parkway E1-3-605
Ashburn, VA 20147

Re: *Agreement for One-Way Exchange of ISP Traffic with Brandenburg Telephone Company*

Dear Ladies and Gentlemen:

We are legal counsel to Brandenburg Telephone Company ("Brandenburg"). The purpose of this letter is to request that MCIMetro Access Transmission Services, LLC

("MCIMetro") and Brandenburg enter into a substantively identical version of the enclosed agreement for the one-way exchange of internet service provider ("ISP") traffic ("Agreement").

By way of context, this request arises from facts set in motion by MCIMetro some time ago. Brandenburg began receiving calls from its end-users, who were complaining that they were unable to complete local calls to their ISP. It is our understanding that the underlying carrier for the ISP to whom those end-users could not complete local calls was MCIMetro. In an effort to alleviate this issue, Brandenburg agreed to exchange the traffic with MCIMetro on an interim basis until the parties could complete the negotiation of a traffic exchange agreement. Brandenburg accomplished this (thereby alleviating its end-users' call completion issues) by routing its end-users' traffic through the switching equipment of Windstream.

Brandenburg promptly proposed a traffic exchange agreement to formalize the terms of this arrangement, but after a week of negotiations and extensive revisions, MCIMetro became unresponsive. Three weeks later, Brandenburg attempted to reestablish contact. MCIMetro claimed to be "unavailable," and it subsequently became uncommunicative. Consequently, the traffic exchange agreement that had been negotiated was never executed.

Unbeknownst to Brandenburg, MCIMetro appears to have been receiving well more than three million minutes per month from Brandenburg end-users. Brandenburg had no idea that the volume of traffic was so significant. Had it known this, it would have never accommodated this type of informal, indirect exchange of traffic.

The Public Service Commission of the Commonwealth of Kentucky (the "Commission") has ruled that competitive local exchange carriers (like MCIMetro) are obligated to connect with an RLEC at any technically feasible point within the RLEC network, within the LATA. The Commission has also ruled that competitive local exchange carriers such as MCIMetro shall establish dedicated facilities for the exchange of traffic once the monthly volume of traffic being exchanged with an RLEC reaches a DS-1 volume of traffic.

Currently, MCIMetro receives well in excess of this DS-1 volume of traffic monthly from Brandenburg. Despite this high level of traffic, MCIMetro has unilaterally decided not to execute a traffic exchange agreement with Brandenburg. This decision is tantamount to a business strategy of freeloading upon the administrative and networking costs of carriers like Brandenburg and Windstream. Accordingly, Brandenburg holds MCIMetro responsible for any transiting or other charges that Windstream may ultimately seek to impose upon Brandenburg as a result of MCIMetro's unilateral decision to subvert state and federal law by avoiding the establishment of definitive traffic exchange agreements.

Consequently, Brandenburg is contemplating whether it should bring MCIMetro before the Commission to address the resolution of these issues. Likewise, unless present circumstances change, Brandenburg would be within its rights to refuse completion of calls from its own end-users to MCIMetro. Brandenburg would prefer not to be forced into pursuing such relief. If MCIMetro refuses to enter into the attached agreement, however, it may be forced to do so.

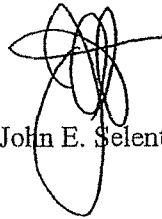
Accordingly, Brandenburg proposes that MCIMetro execute a substantively identical version of the enclosed Agreement, which governs MCIMetro's exchange of similar traffic with South Central Rural Telephone Cooperative Corporation, Inc. This Agreement will clarify the parties' respective obligations with respect to the local traffic that MCIMetro seeks to exchange with Brandenburg. It will also clarify the parties' respective obligations with respect to any third-party carriers that may be involved in the receipt and delivery of such traffic.

We ask that MCIMetro indicate its assent to the terms of the enclosed agreement no later than Friday, May 30, 2008, whereupon we will prepare and send you an executable version for filing with the Commission.

Thank you, and we look forward to your response.

Sincerely,

DINSMORE & SHOHL LLP



John E. Selent

JES/mbt

Enclosure

cc: Edward T. Depp, Esq.

Mr. Rick McGolerick (*via email: Rick.McGolerick@verizonbusiness.com*)

AGREEMENT

for

FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Effective as of _____, 2007

Between

MCI Access Transmission Services, LLC

and

South Central Rural Telephone Cooperative Corporation, Inc.

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AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Pursuant to this Agreement for Facilities-Based Network Interconnection for Exchange of Information Service Provider Traffic ("Agreement"), South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC") a Kentucky corporation with offices at 1399 Happy Valley Rd., Glasgow KY 42141 and MCImetro Access Transmission Services LLC ("CLEC"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway; Ashburn, Virginia 20147 will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, SCRTC and CLEC are local exchange carriers authorized to provide Telecommunications Services in the State of Kentucky;

WHEREAS, the Parties desire to interconnect their respective network facilities to provide for the exchange of ISP Traffic originated by an SCRTC Customer to a CLEC ISP Customer.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations, terms and conditions under which they will interconnect their networks and provide services as set forth herein.

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

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is as defined in the Act.

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

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

- 1.4 "Commission" means the Kentucky Public Service Commission.
- 1.5 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis. Unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7") protocol.
- 1.6 "Customer" means a residential or business user of Telecommunications Services that is provided by either of the Parties.
- 1.7 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).
- 1.8 "DS3" is a digital signal rate of 44.736 Mbps.
- 1.9 "FCC" means the Federal Communications Commission.
- 1.10 "Information Service" is as defined in the Act.
- 1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider that provides information services.
- 1.12 "ISP Traffic" means the one-way origination and exchange of traffic between SCRTC and CLEC that occurs when an SCRTC Customer originates a call to a CLEC ISP Customer.
- 1.13 "Interconnection" means the linking of the CLEC and SCRTC networks for the exchange of traffic.
- 1.14 "Local Exchange Carrier" or "LEC" is as defined in the Act.
- 1.15 "Local Service Exchange Area" is a specific geographic service area to which NPA-NXXs are assigned and a Party offers Telecommunications Services to its Customers.
- 1.16 "Point of Connection," or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of ITC, where the Parties connect their networks for the exchange of ISP Traffic.
- 1.17 "NPA-NXX" means a numbering plan area code (NPA) and valid three-digit code within that area code which appears as the first three digits of a seven digit telephone number (NXX) with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes which may come into common usage in the future.
- 1.18 "Party" means either SCRTC or CLEC, and "Parties" means SCRTC and CLEC.
- 1.19 "Telecommunications" is as defined in the Act.
- 1.20 "Telecommunications Carrier" is as defined in the Act.

1.21 "Telecommunications Service" is as defined in the Act.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CLEC, SCRTC or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such referenced materials as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 This Agreement is limited to the provision of delivery of services defined herein. Other services may be purchased by CLEC pursuant to applicable tariff. In such case, the terms of the applicable tariff will apply.

3.0 SCOPE

3.1 This Agreement sets forth the terms and conditions under which the Parties agree to interconnect their networks and exchange ISP Traffic.

3.2 This Agreement applies only to the exchange of ISP Traffic between SCRTC and CLEC when an SCRTC Customer originates a call to an ISP Customer served by CLEC.

3.3 This Agreement applies only to the exchange of ISP Traffic over the Parties' network facilities (which may include facilities leased from third-parties) that are interconnected at a POC located at either the boundary of, or within, an SCRTC Local Service Exchange Area identified in Appendix 1.

3.4 Both Parties agree to exchange only ISP Traffic within the scope of this Agreement at the POC location(s) as specified in Appendix 1.

3.5 This Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its Customers to the end users of a third party Telecommunications Carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. Neither Party shall provide an intermediary or transit function for the connection of the end users of a third party Telecommunications Carrier to the Customers of the other Party without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party.

3.6. Nothing in this Agreement is intended to affect the obligations of the Parties with respect to the exchange of traffic not the subject of this Agreement.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection

4.1.1 The Parties agree to interconnect their respective networks at the POC(s) identified in Appendix 1. With respect to each POC that is established, SCRTC shall deliver to such POC all ISP Traffic subject to this Agreement that originates within the SCRTC exchanges defined in Appendix 1.

4.1.2 CLEC agrees to deploy NPA/NXXs within Local Service Exchange Areas consistent with the LERG, Commission approved extended area service ("EAS") designations and industry standards. SCRTC Local Service Exchange Areas and the Local Service Exchange Areas of other LECs with which the end users in the originating SCRTC location have non-optional, unlimited, flat-rated EAS calling are set forth in SCRTC's applicable intrastate local service tariff.

4.1.3 The Parties agree that the ISP Traffic subject to this Agreement is limited to ISP Traffic from an SCRTC Customer to a CLEC NPA/NXX assigned to either an SCRTC Local Service Exchange Area or to the Local Service Exchange Area of another LEC with which end users in the originating SCRTC location have non-optional, unlimited, flat rated EAS calling. SCRTC agrees to provide its Customers local dialing/non-toll calling treatment regarding calls to such CLEC NPA/NXXs.

4.1.4 The Parties will cooperate fully in identifying ISP traffic originated by SCRTC Customers to ISP Customers served by CLEC to insure compliance with this Agreement.

4.2 Treatment of One-Way Originated ISP Traffic

SCRTC asserts that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. SCRTC further asserts that the long-term resolution of issues related to the exchange of traffic involving an ISP will affect both Parties and may necessitate modification to this Agreement. In recognition of these factors, SCRTC agrees to exchange ISP Traffic in the manner described in this Agreement subject to amendment upon written agreement of the Parties.

4.3 Signaling

The Parties shall interconnect their SS7 Common Channel Signaling ("CCS") networks either directly or through third parties. The Parties shall exchange all appropriate CCS messages including Transaction Capability User Part ("TCAP") messages that are necessary to provide call management features if such functionality is deployed in both Parties' networks on an interexchange basis. The Parties shall set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the CCS network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party will bill the other Party for exchange of any CCS messages.

4.4 Network Maintenance and Trunk Provisioning

4.4.1 Each Party shall make available to the other at the POC(s), trunks over which the Parties can exchange ISP Traffic. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. Where ISP Traffic volumes are not established, one-way trunk groups will be initially established based on forecasts jointly developed by the Parties. All one-way trunk facilities will be engineered to a P.01 grade of service.

4.4.2 Each Party is individually responsible to provide facilities within its network to the POC(s) which are necessary for routing and transporting ISP Traffic in a mutually acceptable manner that neither destroys nor degrades the normal quality of service each Party provides to its respective Customers.

4.4.3 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange relevant information to maintain reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to avoid interference with, or impairment to, the services provided pursuant to this Agreement. The Parties agree to work cooperatively to forecast trunk requirements. When necessary, the Parties agree to provide additional trunking needed to maintain the above stated blocking objective.

5.0 COMPENSATION ARRANGEMENTS

5.1 Neither Party has any obligation to provide compensation to the other regarding the origination or termination of ISP Traffic pursuant to this Agreement

5.2 Except to the extent CLEC utilizes SCRTC facilities as provided in Subsection 5.3, no recurring or non-recurring charges shall apply with respect to any of the terms of this Agreement.

5.3 Notwithstanding Subsection 5.2, to the extent CLEC utilizes SCRTC to provide leased facilities on the CLEC side of a POC, CLEC shall purchase such facilities as special access from SCRTC subject to the rates, terms, and conditions contained in SCRTC's applicable Intrastate access tariffs. Notwithstanding any provision in an SCRTC applicable intrastate access tariff to the contrary, SCRTC shall not charge CLEC any non-recurring or recurring charge of any type that is premised upon a per minute of use identification, calculation or quantification. Neither Party shall charge the other for the installation or use of trunks or facilities on the Party's side of the POC used for the exchange of traffic pursuant to this Agreement.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both SCRTC and CLEC shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 The Parties shall exchange good-faith, non-binding technical descriptions and forecasts of the volume of expected ISP Traffic to be exchanged, in sufficient detail necessary to establish the interconnections required to assure traffic termination.

7.3 Thirty (30) days after the Effective Date and each six months during the term of this Agreement, CLEC will provide SCRTC with a rolling, six (6) calendar month, non-binding forecast of its trunking requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.4 Each Party is individually responsible to provide facilities within its network which are necessary for routing and transporting ISP Traffic from the other Party's network and for delivering of such traffic to the other Party's network in a mutually acceptable format and to terminate the ISP Traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above.

7.5 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.6 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party 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; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.7 Interruptions in service are provided for as follows:

7.7.1 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.7.2 Credit for all other service interruptions will be provided pursuant to applicable tariffs governing interrupted circuit or service.

7.8 The physical connection of facilities and exchange of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party

for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

7.9 Each Party is solely responsible for the services it provides to its Customers.

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

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

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

7.13 Each Party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Neither Party shall impose any fees or charges on the other Party for such activities.

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective as of last date of signature of this Agreement, subject to Commission approval of this Agreement.

8.2 The initial term of this Agreement shall be one (1) year from the effective date and shall then automatically renew on a year-to-year basis. Upon expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least ninety (90) days in advance of the date of termination.

8.2 The arrangements pursuant to this Agreement shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services.

8.3 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 thirty (30) 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 of any of the material terms and conditions of this Agreement.

9.0 CANCELLATION CHARGES

Except as otherwise provided in any applicable tariff referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

- (a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
- (c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.
- (d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or Customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of

failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitation on liability to Customers that may be contained in either Party's applicable tariff(s) or Customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 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. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES

UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 SCRTC is a corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 CLEC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the Customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the

affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

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

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.5 Choice of Law

The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the State of Kentucky without regard to its conflict of laws principles.

14.6 Taxes.

Neither Party is aware of any additional taxes that would be applicable to either Party as a result of the execution of this Agreement. In the event that any taxes are

assessed on either Party related to this Agreement, each Party agrees to be responsible for any such taxes assessed on it.

14.7 Assignability

Either Party may assign this Agreement or any of its rights or obligations hereunder to its parent, other Affiliate, or a third party acquiring all or substantially all of the assets of the assigning Party, and no consent of the other Party shall be required provided that the assigning Party notifies the other Party at least 120 days in advance of assignment. Any other assignment, however, shall require the consent of the other Party, which consent shall not be unreasonably withheld upon the provision of at least 120 days advance notice by the assigning Party and reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 14.7 shall be void and ineffective. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

14.8 Billing and Payment; Disputed Amounts

14.8.1 Because of the mutual consideration related to the subject matter of this Agreement, the Parties agree that no charges shall apply to the ISP Traffic exchanged pursuant to the terms of this Agreement. Other charges, if any, may be set forth pursuant to Appendix 1. In the event that charges are applicable pursuant to Appendix 1, the following terms and conditions set forth in this Section 14.8 shall apply.

14.8.2 Intentionally left blank.

14.8.3 Although it is the intent of both Parties that any invoice will be a timely and accurate statements of submitted charges, SCRTC's failure to present statements to CLEC in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges by SCRTC, and CLEC shall not be entitled to dispute SCRTC's statement(s) based on SCRTC's failure to submit them in a timely fashion, provided however that SCRTC shall not bill the other Party for unbilled charges incurred more than two years prior to the date of billing.

14.8.4 If any portion of an amount due to SCRTC is subject to a bona fide dispute between the Parties, CLEC shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to SCRTC of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. CLEC shall pay when due all undisputed amounts to SCRTC.

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

discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

14.8.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 14.8.5, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.7 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, the Parties, by mutual agreement, can agree to arbitrate the dispute according to terms mutually agreeable to the Parties. In any event, should negotiations fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

14.10 Notices.

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

To CLEC:

MCImetro Access Transmission Services, LLC
Director, National Carrier Contracts & Initiatives
Attention: Peter Reynolds
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147
Telephone: (703) 886-1918

Copy To:

MCImetro Access Transmission Services, LLC
Network and Technology Law
22001 Loudoun County Parkway
E1-3-605
Ashburn, VA 20147

To SCRTC:

South Central Rural Telephone Co. Cooperative Corporation, Inc.
SCRTC / Regulatory Matters
P.O. Box 159
1399 Happy Valley Road
Glasgow, KY 42142-0159
(270) 678-8225

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

14.11 Joint Work Product.

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

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

14.14 Entire Agreement.

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

14.15 Non-Waiver.

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

14.16 Publicity and Use of Trademarks or Service Marks.

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

14.17 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 sixty (60) days, the Parties may terminate this Agreement by mutual agreement of both Parties without penalty or liability for such termination or arbitrate only such replacement language pursuant to the terms set forth in Section 14.9.

14.18 Counterparts

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

14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2007.

MCImetro Access Transmission Services LLC

South Central Rural Telephone
Cooperative Corporation, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 1

A. Exchange Areas Served by SCRTC:

Bonnieville, Buffalo, Canmer, Cave City, Center, Edmonton, Fountain Run, Gamaliel, Glasgow Rural, Hiseville, Horse Cave, Lucas, Magnolia, Mumfordsville, Summer Shade, Temple Hill

B. POC identification

For ISP Traffic originated by SCRTC Customers and delivered to CLEC ISP Customers the Parties will interconnect at V= 6780 H= 2664.

C. Schedule of Charges

1. The Parties agree that no charges shall apply for the delivery of ISP Traffic pursuant to the terms of this Agreement.
2. Transport facilities may be purchased from applicable SCRTC intrastate access tariff.

Sample, Janet

From: McGolerick, Rick (Rick) [IMCEAEX-
_O=MCI_OU=EXCHANGE_CN=RECIPIENTS_CN=RICK+2EMCGOLERICK@vzcorp.com]
Sent: Wednesday, February 21, 2007 3:43 PM
To: Randall Bradley
Cc: Turner, Mark (Mark E Turner); Olson, Lee M (lee); Monroe, John
Subject: FW: EAS - Document Needs to Be Updated
Importance: High
Attachments: Notes 4-041.doc; EAS Agreement Brandenburg and MCI ver RM 02-23-063.doc

Randall – Please see the attached document per your request. I am also including the diagram that shows MCI's proposed point of connection.

Rick McGolerick
National Carrier Contracts and Initiatives
(703) 749-7338



-----Original Message-----

From: Rick McGolerick [mailto:rick.mcgolerick@mci.com]
Sent: Thursday, April 06, 2006 9:03 AM
To: 'Steven Watkins'; 'Randall Bradley'
Cc: Mark Turner; John Monroe (john.monroe@mci.com)
Subject: RE: EAS - Document Needs to Be Updated
Importance: High

Randall – I need to have Brandenburg's proposed changes incorporated into the redlined document we sent you. If you could please do this and send back to me ASAP I would appreciate it.

-----Original Message-----

From: Steven Watkins [mailto:sewakins@Independent-Tel.com]
Sent: Tuesday, April 04, 2006 2:13 PM
To: Rick McGolerick
Cc: 'Randall Bradley'
Subject: Re: EAS

On behalf of Brandenburg, I am attaching a set of discussion notes regarding provisions of the draft EAS agreement. We can use this list for our call on Wednesday.

Steven Watkins
 Telecommunications Management Consultant

Rick McGolerick wrote:
 Randall / Steven -- Will we be getting a redline back before our call on Friday?

-----Original Message-----

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Thursday, February 09, 2006 2:22 PM
To: 'Rick McGolerick'

Cc: 'Steven Watkins'
Subject:

Rick,

Attached is the revised Exhibits based on our conference call. We have added all the nxx's in question and also revised the exhibit to state that MCI will bring the trunks into our Radcliff CO. Thanks.

Randall

DISCUSSION NOTES (subject to change):

1. Intro Section: Change name of Company for MCI. Closed.
2. Section 1.17 -- Additional sentence "The POC is where the financial responsibility of each Party begins." MCI's language is somewhat ambiguous. Brandenburg would suggest "Each Party shall be financially responsible for the cost of the facilities on its respective side of the POC."
3. Section 2.2 -- MCI wants to delete sentence that would reference tariffs that might apply to the terms of the agreement. OPEN until the parties determine whether the sentence is applicable, or not. The language only states "any" tariff that may govern the exchange of EAS. If no tariff, then no implication, if a tariff, then it needs to be included.
4. Section 3.1.3 -- Brandenburg cannot agree to delete this section. Brandenburg would consider making the following changes to the provision:

3.1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the ~~arbitrage and/or circumvention of the application of intrastate~~ Intrastate or Interstate access charges by the other Party. Neither Party shall resell or bridge-including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or assign ~~the assignment of NPA-NXX numbers~~ associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center.

5. Section 3.1.4 -- For discussion purposes, consider the following language:

3.1.4 Both Parties warrant **and represent?** that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to Sections 3.1.4.1, 3.1.4.2, and 3.1.4.3, provide Calling Party Number, ~~where available,~~ on all EAS-Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

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

3.1.4.2 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party.

3.1.4.3 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than ninety-five percent (95%) the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than ninety-five percent (95%) that can be identified. If traffic delivered by one Party to the other Party has CPN on fewer than ninety-five percent (95%) of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the ninety-five percent (95%) threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have thirty (30) days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within thirty (30) days of the written notice to bring the delivered traffic without CPN to fewer than five percent (5%) of total calls, the Terminating Party will bill all traffic without CPN as intrastate Access traffic until such time as the traffic without CPN is fewer than five percent (5%) of total traffic.

6. Section 3.1.5 - After review with legal, Brandenburg sees no reason to remove the word "representation."

7. Section 3.1.5 - MCI wants to change the time to cure a violation from 5 days to 15 days. OPEN pending resolution of other terms.

8. Section 3.2 -- Section 3.2, Brandenburg proposes to modify the next to last sentence, as follows:

Local Internet Traffic shall be treated pursuant to the terms of Section 3.5.

The last sentence in Section 3.2 should remain as originally proposed.

9. Section 3.4

Add new definition

x.xx "Foreign Exchange Service" is a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different Rate Center Area ("Foreign Exchange Area"). Tariffed Foreign Exchange Service provides the Customer with a private line interexchange circuit from the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number associated with the Foreign Exchange Area. A Customer's Home Exchange Area and Foreign Exchange Area must be both within the same LATA and within the Commonwealth of Kentucky.

Add to Section 1.9:

For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Agreement shall be treated as Local Traffic based on whether the Foreign Exchange Area is within the local calling scope as set forth in this definition.

Add to Section 3.1.3 (see above)

; except that where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a NPA-NXX associated with the Foreign Exchange Area and the Customer will be deemed to be obtaining local exchange service in the Foreign Exchange Area.

Add to Section 3.1.4 after the (a) clause including, where a Customer obtains Foreign Exchange Service as defined in this Agreement, the Customer will be assigned a telephone number associated with the Foreign Exchange Area

Also need to make certain that application of access charges in defined as intrastate and interstate access tariffs.

Section 3.4 would be deleted and in its place the following sentence would be added to the end of Section 3.1.4 as follows:

If either Party violates Section 3.1.2, 3.1.3, above, or this Section 3.1.4, the other Party shall be entitled to charge originating and terminating access charges, as appropriate, for traffic associated with such violations.

10. Section 3.5:

The following definition should be inserted in addition to "ISP Traffic"

x.xx "Local Internet Traffic" means any ISP traffic that is originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within Brandenburg's same mandatory local calling scope area established and defined by the Commission for EAS calling purposes ("Local Internet Traffic"). Therefore Local Internet Traffic, for purposes of this Agreement, includes calls originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within the EAS calling area of the originating End User.

And then the entire original Section 3.5 should be changed as follows:

3.5 TREATMENT OF LOCAL INTERNET INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, Some ISP Traffic may be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties may treat Local Internet ISP-Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of Local Internet ISP-Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which any ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Local Internet ISP-Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Local Internet ISP-Traffic between the Parties.

3.5.3 The compensation terms in this Section 3.5.3 are applicable solely under the condition that MCI establishes a POC with Brandenburg at Brandenburg's Radcliff Tandem office for purposes of the exchange of traffic within the scope of this agreement. The Parties agree that the mutual provisions and

relative obligations pursuant to this Section 3.5, ~~including the compensation provisions set forth in Section 3.5.4,~~ represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and ~~except for the compensation pursuant to Section 3.5.4,~~ and neither Party will owe a net due amount to the other Party for terminating Local Internet ISP Traffic.

~~3.5.4—Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and Local Internet ISP Traffic: (1) each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1 to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected (“ISP Serving Party”) will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and (2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1. if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected (“ISP Serving Party”) will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.~~

~~3.5.5—At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.~~

11. Section 3.6.3 may be changed to delete the intro phrase and to include the reference to exhibit phrase.

12. Section 3.9 should be changed as follows:

3.9 NO COMPENSATION

Except as provided in Section 3.1, ~~the~~ ~~Except as provided in Subsections 3.4 and 3.5.4,~~ ~~t~~The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of EAS Traffic ~~traffic~~ within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, the establishment of the POC as set forth in Exhibit 1, and all other terms and conditions set forth in this Agreement.

13. Changes to Section 5.0 OK.

14. Section 6.2 to be reviewed by legal. Provision should not be deleted. The MCI proposed changes are not conceptually sound.

15. Section 6.3 should not be deleted. Subject to review by legal. Provision should not be deleted. This is standard language.

16. Section 7.0 changes proposed by MCI subject to review by legal. Provision should remain as originally proposed.

17. Section 11.1.2 note changes regarding company name.

18. Section 11.4.1 subject to review by legal. Standard language, no reason to make change.
19. Section 11.7.1, the exception phrases should be changed to: "except for charges that may arise pursuant to Section 3.1" in both sentences.
20. Section 11.8, thirty days is agreeable.

AGREEMENT

for the

TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of _____, 20__

Between

Brandenburg Telephone Company, Inc.

and

MCI

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AGREEMENT
for the
TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE (EAS) TRAFFIC

This AGREEMENT FOR THE TRANSPORT AND TERMINATION OF EXTENDED AREA SERVICE ("EAS") TRAFFIC ("Agreement") by and between Brandenburg Telephone Company, Inc. ("Brandenburg"), a Kentucky corporation with offices at _____ and MCImetro Access Transmission Services, L.L.C. ("MCI"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147. This Agreement may refer to either Brandenburg or MCI as a "Party" or to both Brandenburg and MCI as the "Parties."

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Deleted: 1515 Broadway, Paducah, Kentucky 42001 and 1419 W. Lloyd Expressway, Evansville, Indiana 47710

RECITALS

WHEREAS, Brandenburg and MCI are local exchange carriers authorized to provide telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties individually provide telecommunications services in specific exchange areas in the Commonwealth of Kentucky; and

WHEREAS, the Parties recognize that their respective end users may have Extended Area Service ("EAS") calling interests between certain separate communities; and

WHEREAS, the communities between which EAS calling may be provided are each separate and mutually exclusive geographic areas; and

WHEREAS, the Parties recognize that the ability to provide EAS calling to their respective customers is dependent on the establishment of connecting carrier facilities and appropriate terms and conditions between the Parties; and

WHEREAS, Brandenburg's service and network responsibilities cannot and do not extend beyond Brandenburg's incumbent LEC service area; and

WHEREAS, the Parties desire to interconnect their respective networks to allow either Party to deliver specific EAS Traffic to the other Party for transport and termination on the other Party's network;

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, Brandenburg and MCI hereby agree as follows:

This Agreement sets forth the terms, conditions, and compensation between the Parties for the establishment of connecting facilities and for transport and termination of EAS Traffic delivered by one Party to the other Party.

1.0 DEFINITIONS

If used in this Agreement, the following terms have the meanings specified below in this Section 1.0.

- 1.1 "Act" means the Communications Act of 1934, as amended.
1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or

controlled by, or is under common ownership or control with, a Party to this Agreement.

1.3 "Commission" means the Kentucky Public Service Commission.

1.4 "Common Channel Interoffice Signaling" or "CCIS" or "Common Channel Signaling System 7" ("CCS") mean the signaling system, developed for use between switching systems with stored-program control, for transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

1.5 "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties and for purposes of this Agreement may place or receive EAS calls.

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

1.7 "Digital Signal Level 1" or "DS1" or "T1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.8 "Digital Signal Level 3" or "DS3" or "T3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.9 "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.

1.10 "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

1.11 "Information Service" is as defined in the Communications Act of 1934, as amended.

1.12 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.13 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.

1.14 "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

1.15 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.

1.16 "NXX Code" means a ten thousand (10,000) block of numbers which has the same initial three (3) digit prefix with a seven digit dialing sequence which is assigned to a LEC for the provision of its local exchange service.

1.17 "Point of Connection" or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of Brandenburg, where the Parties connect their networks for the exchange of EAS Traffic. The POC is where the financial responsibility of each Party begins

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1.18 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.19 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

1.21 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.22 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules are deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of Brandenburg, MCI or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any

successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

Deleted: Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic.

3.0 EAS TRAFFIC

3.1 SCOPE OF TRAFFIC COVERED BY THIS AGREEMENT

3.1.1 This Agreement sets forth the terms and conditions under which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement between which customers of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

3.1.2 This Agreement only applies to the specific Local Service Exchange Areas specified in Exhibit 1. From time to time, the Parties can negotiate the exchange of EAS Traffic between additional pairs of Local Service Exchange Areas, but this Agreement does not require the Parties to negotiate any changes. Without agreement by both Parties to such changes, the specific Local Service Exchange Areas set forth in Exhibit 1 and the combination(s) of Local Service Exchange Areas that determines EAS calling as also set forth in Exhibit 1 will not change. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.

3.1.3

3.1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the EAS Traffic pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) provide Calling Party Number, where available, on all EAS Traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3.

Deleted: Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party including, but not limited to, the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center

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3.1.5 If a Party violates (the "Violating Party") any of the terms or warranties provided for in this Section 3.0 (a "Violation"), and if the other Party (the "Non-Violating Party") provides written notification to the Violating Party of a suspected Violation(s), or if the Violating Party discovers the Violation(s) itself, the Violating Party will, unless otherwise mutually agreed to by the Parties, within five (15) days following such notification or discovery, correct and/or remove the specific service arrangement that has resulted in the Violation(s). In addition, the Non-Violating Party may request a study or other such demonstration of available switch data or other

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information that the Violation(s) has been corrected and/or removed. It will constitute a default of this Agreement if a Party does not correct and/or remove the Violation after notification or discovery. It will constitute a default of this Agreement for repeated Violations.

3.2 EXCLUDED TRAFFIC

This Agreement does not cover any traffic originating or terminating in areas other than the Local Service Exchange Areas set forth in Exhibit 1. This Agreement does not apply to any traffic that both originates and terminates within the same Local Service Exchange Area. Except as provided in Section 3.4, below, the terms and conditions of this Agreement are not applicable to IntraLATA toll traffic; switched access traffic; InterLATA toll traffic; or any other traffic that is not specifically identified in Section 3 as subject to this Agreement. Except as provided in Section 3.3 below, this Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees.

3.3 INTERMEDIARY EAS TRAFFIC FUNCTIONS

Neither Party will provide an intermediary function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function.

3.4 ACCESS TRAFFIC

Deleted: Subject to the provisions of Subsection 3.5 below, the Parties specifically exclude traffic terminating to Internet Service Providers, traffic terminating to other information service providers, and any traffic associated with ISP services. The Parties specifically exclude verification traffic and 911 traffic

Deleted: Notwithstanding the requirements, warranties and representations set forth in this Section 3, whenever Brandenburg delivers traffic to MCI for termination on MCI's network, if Brandenburg cannot determine, because of the manner in which MCI has utilized its NPA-NXX codes to serve End Users and information service providers, whether the traffic is between End Users in different geographic areas between which EAS calling is exchanged between the Parties pursuant to this Agreement or whether the traffic is interexchange toll or access traffic, Brandenburg will charge MCI originating intrastate exchange access service charges for the originating usage pursuant to the access charge terms, conditions, and rates that Brandenburg applies to other intraLATA toll providers. If MCI deploys NXX codes in such a manner that Brandenburg cannot determine whether the traffic delivered to Brandenburg by MCI is EAS Traffic, Brandenburg will charge terminating intrastate network access charges to MCI. ¶

3.5 TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

3.5.1 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. The Parties further recognize that the long term resolution of issues related to ISP Traffic will affect both Parties and will likely necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below in this Subsection 3.5 subject to amendment upon written agreement of the Parties.

3.5.2 The Parties acknowledge that under current network and service arrangements, ~~ISP Traffic will be switched and transported as if this ISP Traffic were actual EAS Traffic. The Parties will treat ISP Traffic under these conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. The switching and transport of ISP Traffic over EAS facilities by either Party, however, will not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection is unlawful or improper, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of ISP Traffic between the Parties.~~

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3.5.3 The Parties agree that the mutual provisions and relative obligations pursuant to this Section 3.5, ~~represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, neither Party will owe a net due amount to the other Party for terminating ISP Traffic.~~

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Deleted: and except for the compensation pursuant to Section 3.5.4,

3.5.4 Notwithstanding any other provision of this Agreement that would otherwise apply to EAS Traffic that is not ISP Traffic, the Parties agree to the following terms and conditions with respect to this Agreement and ISP Traffic: (1) ~~each Party is financially responsible for any and all trunking facilities on its side of the POC as described and shown in Exhibit 1, (2) neither Party will be required to build or incur costs for any trunking facilities beyond its side of the POC as described and shown in Exhibit 1.~~

Deleted: to the extent not offset by equal exchange of ISP Traffic, the Party with which an ISP is connected ("ISP Serving Party") will be responsible for providing compensation to the other Party for the cost of additional trunking facilities provided by the other Party to originate calls to ISPs connected to the ISP Serving Party, and

3.5.5 At the request of one Party, the other Party will cooperate fully in identifying ISPs and ISP Traffic exchanged between the Parties.

3.6 TRUNK GROUPS

3.6.1 The Parties agree to interconnect their respective networks for the purpose of allowing each Party to deliver EAS Traffic to the other Party. The Parties agree to establish the Point(s) of Connection as set forth in Exhibit 1. Each Party will make available to the other Party, at the POC(s), trunks over which the originating Party can terminate EAS Traffic to the End Users of the terminating Party.

Deleted: if one Party decides to provide services solely to ISPs, then the Party with which the ISPs are connected ("ISP Serving Party") will provide compensation to the other Party for any and all trunking facilities that the other Party may install to originate traffic to the ISPs connected to the ISP Serving Party.

3.6.2 The Parties agree to work cooperatively to forecast trunk requirements for the exchange of EAS Traffic between the respective End Users of the Parties. The Parties agree to connect trunks at a minimum DS1. Where EAS Traffic volumes are not established, trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. The Parties may decide to provision one-way or two-way trunking arrangements.

Deleted: Except as provided in Subsection 3.5 above,

3.6.3 ~~Each Party is individually responsible for the provision and maintenance of~~

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facilities within its network to the POC as identified and shown in Exhibit 1 which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective end users.

3.7 SIGNALING

Both Parties agree to exchange SS7 Common Channel Signaling ("CCS") between their respective networks where technically feasible for EAS calls exchanged pursuant to this Agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. The Parties agree to cooperate on the exchange of all appropriate CCS messages for EAS call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters will be provided in conjunction with EAS Traffic where available with specific trunk connections.

3.8 NETWORK MAINTENANCE AND TRUNK PROVISIONING

The Parties will work cooperatively to install and maintain a reliable network for the provision of EAS calling between the Parties' respective end users. The Parties will exchange relevant information to maintain reliability. The Parties agree to work cooperatively to forecast trunk requirements.

3.9 NO COMPENSATION

The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of EAS Traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement.

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4.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

5.0 NO CANCELLATION OR NON-RECURRING CHARGES

No cancellation charges will apply with respect to any of the terms of this Agreement. No non-recurring charges will apply with respect to any of the terms of this Agreement.

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6.0 INDEMNIFICATION

6.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not

limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 will affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

6.2 The indemnification provided herein is conditioned upon:

- (a) Prompt notice by the indemnified Party to the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) Sole authority by the indemnifying Party to defend any such action, including the selection of legal counsel. However, the indemnified Party may engage separate legal counsel at its sole cost and expense.
- (c) Prior written consent of the indemnified Party, which consent will not be unreasonably withheld before the indemnifying Party settles or consents to any non-monetary judgment pertaining to the action.
- (d) The indemnified Party's assertion of any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) Reasonable cooperation and assistance in the defense of any such action by the indemnified Party.

7.0 LIMITATION OF LIABILITY

7.1 The providing Party's liability will not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount will be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 7.1 may be zero.

7.2 Neither Party will be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing will not limit a Party's obligation under Section 6.

7.3 The Parties agree that neither Party will be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement is deemed to create a third party beneficiary relationship between the

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Deleted: 6.3 In addition to its indemnity obligations under Sections 6.1 and 6.2, each Party will provide, in its Tariffs that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any Consequential Damages (as defined in subsection 7.2, below).¶

Deleted: Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 7. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder will be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, t

Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties will assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

8.0 TERM AND TERMINATION

This Agreement is effective on the date on which this Agreement is approved by the Commission and continues in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least eighty (80) days in advance of the date of termination.

9.0 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Each Party will comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party will promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

9.2 Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. If the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

9.3 The Parties agree that it is in their mutual interest to seek approval of this Agreement, and the Parties will voluntarily file this Agreement with the Commission. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

10.0 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 remains in full force and effect and is not affected unless removal of that provision results 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 will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. 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 in accordance with Section 8.0.

11.0 MISCELLANEOUS

11.1 AUTHORIZATION

11.1.1 Brandenburg is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to

execute and deliver this Agreement and to perform the obligations hereunder.

11.1.2 MCI is a ~~limited liability company~~ duly organized, validly existing and in good standing under the laws of the ~~State of Delaware~~ and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

~~Deleted: corporation~~

~~Deleted: Commonwealth of Kentucky~~

11.2 DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, creates an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, creates an agency, or any other type of relationship or third party liability between the Parties or between a Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, creates or may be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement makes a Party a legal representative or agent of the other Party, nor does a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, nothing contained herein requires a Party to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

11.3 FORCE MAJEURE

Neither Party is responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party, upon giving prompt notice to the other Party, is excused from such performance on a day-to-day basis, and the other Party is likewise excused from performance of its obligations on a day-to-day basis, to the extent such inference relates to the Party's performance obligations. The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance, and both Parties will proceed to perform with dispatch once the cause(s) are removed or cease.

11.4 TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

11.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information remains the property of the disclosing Party. Both Parties agree that all Information must be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both Parties agree that the Information may be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and

~~Deleted: including trade secret information,~~

not to disclose such Information. Both Parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

11.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

11.5 CHOICE OF LAW

The construction, interpretation, enforcement and performance of this Agreement will be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

11.6 TAXES

11.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

11.6.2 Definitions

11.6.2.1 For purposes of this Subsection 11.6, the terms "taxes" and "fees" include but are not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

11.6.2.2 The term "Providing Party" means the Party whose rates apply to the transaction. The term "Purchasing Party" means the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" has the same meaning as Providing Party.

11.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

11.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, will be borne and paid by the providing Party.

11.6.3.2 Taxes and fees imposed on the purchasing Party, which are not

required to be collected and/or remitted by the providing Party, will be borne and paid by the purchasing Party.

11.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

11.6.4.1 Taxes and fees imposed on the purchasing Party will be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party will not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party must promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party is responsible for such payment and is entitled to the benefit of any refund or recovery.

11.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party must pay such additional amount, including any interest and penalties thereon.

11.6.4.6 Notwithstanding any provision to the contrary, the purchasing Party will, at its expense, protect, defend, indemnify and hold the providing Party harmless from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses, including reasonable attorney fees, with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.4.7 Each Party must notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

11.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, will be borne by the purchasing Party.

11.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees will be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party will remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties will consult with respect to the imposition and billing of such tax or fee, the Parties will consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party will retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party will abide by such determination and pay such taxes or fees to the providing Party. The providing Party will further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party will be at the purchasing Party's expense.

11.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party will be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party will pay such additional amount, including any interest and penalties thereon.

11.6.5.6 Notwithstanding any provision to the contrary, the purchasing Party will protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.6.5.7 Each Party will notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party will cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party will be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

11.7 BILLING AND PAYMENT; DISPUTED AMOUNTS

11.7.1 Because of the mutual benefits related to the subject matter of this Agreement, the Parties agree that no charges will apply to the exchange of traffic pursuant to the terms of this Agreement. In the event that charges are applicable pursuant to this Agreement, the following terms and conditions set forth in this Section 11.7 apply.

Deleted: except for charges that arise pursuant to Subsection 3.4 and 3.5.5 or as may be set forth in Exhibit 2.

Deleted: Subsection 3.4, Subsection 3.5.5, and/or Exhibit 2

11.7.2 The charges for any arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of the date of the bill.

11.7.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

11.7.4 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

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

11.7.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 11.7.5, then either Party may proceed under the dispute resolution provisions of Section 11.8.

11.7.7 The Parties agree that all negotiations pursuant to this subsection 11.7 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

11.8 DISPUTE RESOLUTION

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms must be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute within thirty (30) days, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction.

Deleted: in a reasonable time

11.9 NOTICES

Notices given by one Party to the other Party under this Agreement must be in writing and (i) delivered personally, (ii) delivered by express delivery service, or (iii) mailed, certified mail or

first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: Brandenburg Telephone Company, Inc.
Allison T. Willoughby
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

And

Randall Bradley
200 Telco Dr.
PO Box 599
Brandenburg, KY 40108

To: MCI

And

MCI

or to such other address as either Party may designate by proper notice. Notices will be deemed given as of (i) the next business day when notice is sent via express delivery service or personal delivery, or (ii) three (3) days after mailing in the case of first class or certified U.S. mail.

11.10 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

11.11 NO LICENSE

11.11.1 Nothing in this Agreement may be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

11.11.2 Neither Party has any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, will offer the other reasonable cooperation and assistance in the defense of any such claim.

11.11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.12 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.

11.13 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

Neither Party nor its subcontractors or agents may use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

11.14 NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder may not be construed as a continuing or future waiver of such term, condition, right or privilege. The Parties recognize that Brandenburg is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, the rights afforded Brandenburg under 47 USC § 251(f).

11.15 ENTIRE AGREEMENT

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

11.16 COUNTERPARTS.

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

11.17 MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2005.

Brandenburg Telephone Company, Inc.

MC!

By _____

By _____

Printed _____

Printed _____

Title _____

Title _____

Date: _____

Date: _____

Sample, Janet

From: McGolerick, Rick (Rick) [rick.mcgolerick@verizonbusiness.com]
Sent: Monday, March 22, 2010 9:38 AM
To: Randall Bradley
Cc: Turner, Mark (MarkETurner); Soundararajan, Srinivasan (Sandy); O'Roark, Dulaney L
Subject: RE: redline
Importance: High

Attachments: MCI Brandenburg Local One-way Agreement Final Version(SS030810).doc

Randall – Please see the attached proposed agreement with the removal of the 250K threshold and the addition of 14.20 entitled Conditions Precedent. Let me know if this is acceptable or if you have any questions.

Rick McGolerick
Verizon Services Operations
Proj/Prog Mgmt Contracts
703-886-4032

From: Randall Bradley [mailto:rbradley@bbtel.com]
Sent: Friday, February 19, 2010 11:30 AM
To: McGolerick, Rick
Subject: redline

Rick,

Attached is a revised redline.

If you have any questions, please give me a call.

Thanks,

Randall

3/30/2010

AGREEMENT

for

FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Effective as of _____, 2010

Between

MCI Access Transmission Services, LLC

and

Brandenburg Telephone Company

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AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR EXCHANGE OF
INFORMATION SERVICE PROVIDER TRAFFIC

Pursuant to this Agreement for Facilities-Based Network Interconnection for Exchange of Information Service Provider Traffic ("Agreement"), Brandenburg Telephone Company, a Kentucky corporation ("Brandenburg Telephone") a Kentucky corporation with offices at 200 Telco Drive, Brandenburg, KY 40108 and MCImetro Access Transmission Services LLC ("CLEC"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147 will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, Brandenburg Telephone and CLEC are local exchange carriers authorized to provide Telecommunications Services in the State of Kentucky;

WHEREAS, the Parties desire to interconnect their respective network facilities to provide for the exchange of ISP Traffic originated by a Brandenburg Telephone Customer to a CLEC ISP Customer.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations, terms and conditions under which they will interconnect their networks and provide services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brandenburg Telephone and CLEC PCS hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is as defined in the Act.

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

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.4 "Commission" means the Kentucky Public Service Commission.

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

1.6 "Customer" means a residential or business user of Telecommunications Services that is provided by either of the Parties.

1.7 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.8 "DS3" is a digital signal rate of 44.736 Mbps.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Information Service" is as defined in the Act.

1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider that provides information services.

1.12 "ISP Traffic" means all dial-up modem traffic originated by Brandenburg Customers and terminated to CLEC Customers that are commercial providers of internet access if: (i) the call originates and terminates from and to, respectively, NPA NXXs assigned to rate centers in the same Local Service Exchange Area; or (ii) originates and terminates from and to, respectively, NPA NXXs assigned to rate centers within different Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS) or mandatory Extended Local Calling Service (ELCS) as approved by the Commission and defined by Brandenburg's tariffs.

1.13 "Interconnection" means the linking of the CLEC and Brandenburg Telephone networks for the exchange of traffic.

1.14 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.15 "Local Service Exchange Area" is a specific geographic service area to which NPA-NXXs are assigned and a Party offers Telecommunications Services to its Customers.

1.16 "Point of Connection," or "POC" means the mutually agreed upon point of demarcation, within the incumbent service area of ITC, where the Parties connect their networks for the exchange of ISP Traffic.

1.17 "NPA-NXX" means a numbering plan area code (NPA) and valid three-digit code within that area code which appears as the first three digits of a seven digit telephone number (NXX) with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes which may come into common usage in the future.

1.18 "Party" means either Brandenburg Telephone or CLEC, and "Parties" means Brandenburg Telephone and CLEC.

1.19 "Telecommunications" is as defined in the Act.

1.20 "Telecommunications Carrier" is as defined in the Act.

1.21 "Telecommunications Service" is as defined in the Act.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CLEC, Brandenburg Telephone or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such referenced materials as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 This Agreement is limited to the provision of delivery of services defined herein. Other services may be purchased by CLEC pursuant to applicable tariff. In such case, the terms of the applicable tariff will apply.

3.0 SCOPE

3.1 This Agreement sets forth the terms and conditions under which the Parties agree to interconnect their networks and exchange ISP Traffic.

3.2 This Agreement applies only to the exchange of ISP Traffic between Brandenburg Telephone and CLEC when a Brandenburg Telephone Customer originates a call to an ISP Customer served by CLEC.

3.3 This Agreement applies only to the exchange of ISP Traffic over the Parties' network facilities (which may include facilities leased from third-parties) that are interconnected at a POC located at either the boundary of, or within, a Brandenburg Telephone Local Service Exchange Area identified in Appendix 1.

3.4 Both Parties agree to exchange only ISP Traffic within the scope of this Agreement at the POC location(s) as specified in Appendix 1.

3.5 This Agreement is not applicable to traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its Customers to the end users of a third party Telecommunications Carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. Neither Party shall provide an intermediary or transit function for the connection of the end users of a third party Telecommunications Carrier to the Customers of the other Party without the consent of

all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party.

3.6. *Nothing in this Agreement is intended to affect the obligations of the Parties with respect to the exchange of traffic not the subject of this Agreement.*

4.0 SERVICE AGREEMENT

4.1 *Methods of Interconnection*

4.1.1 The Parties agree to interconnect their respective networks at the POC identified in Appendix 1. With respect to the POC that is established, Brandenburg Telephone shall deliver to such POC all ISP Traffic subject to this Agreement that originates within the Brandenburg Telephone exchanges defined in Appendix 1. The Parties agree that CLEC's financial responsibility ends on the CLEC side of the POC identified in Appendix 1; likewise, the Parties agree that Brandenburg Telephone's financial responsibility ends on the Brandenburg Telephone side of the POC identified in Appendix 1.

4.1.2 CLEC agrees to deploy NPA/NXXs within Local Service Exchange Areas consistent with the LERG, Commission approved extended area service ("EAS") designations and industry standards. Brandenburg Telephone Local Service Exchange Areas and the Local Service Exchange Areas of other LECs with which the end users in the originating Brandenburg Telephone location have non-optional, unlimited, flat-rated EAS calling are set forth in Brandenburg Telephone's applicable intrastate local service tariff.

4.1.3 The Parties agree that the ISP Traffic subject to this Agreement is limited to ISP Traffic from an Brandenburg Telephone Customer to a CLEC NPA/NXX assigned to either an Brandenburg Telephone Local Service Exchange Area or to the Local Service Exchange Area of another LEC with which end users in the originating Brandenburg Telephone location have non-optional, unlimited, flat rated EAS calling. Brandenburg Telephone agrees to provide its Customers local dialing/non-toll calling treatment regarding calls to such CLEC NPA/NXXs.

4.1.4 The Parties will cooperate fully in identifying ISP traffic originated by Brandenburg Telephone Customers to ISP Customers served by CLEC to insure compliance with this Agreement.

4.2 Treatment of One-Way Originated ISP Traffic

Brandenburg Telephone asserts that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy. Brandenburg Telephone further asserts that the long-term resolution of issues related to the exchange of traffic involving an ISP will affect both Parties and may necessitate modification to this Agreement. In recognition of these factors, Brandenburg Telephone agrees to exchange ISP Traffic in the manner described in this Agreement subject to amendment upon written agreement of the Parties.

4.3 Signaling

Deleted: The Parties further agree that if traffic volumes fall below 250,000 MOUs for three consecutive months CLEC may disconnect facilities that were established at the POC and the Parties will exchange traffic indirectly.

The Parties shall interconnect their SS7 Common Channel Signaling ("CCS") networks either directly or through third parties. The Parties shall exchange all appropriate CCS messages including Transaction Capability User Part ("TCAP") messages that are necessary to provide call management features if such functionality is deployed in both Parties' networks on an interexchange basis. The Parties shall set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the CCS network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party will bill the other Party for exchange of any CCS messages.

4.4 Network Maintenance and Trunk Provisioning

4.4.1 Each Party shall make available to the other at the POC(s), trunks over which the Parties can exchange ISP Traffic. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. Where ISP Traffic volumes are not established, one-way trunk groups will be initially established based on forecasts jointly developed by the Parties. All one-way trunk facilities will be engineered to a P.01 grade of service.

4.4.2 Each Party is individually responsible to provide facilities within its network to the POC(s) which are necessary for routing and transporting ISP Traffic in a mutually acceptable manner that neither destroys nor degrades the normal quality of service each Party provides to its respective Customers.

4.4.3 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange relevant information to maintain reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to avoid interference with, or impairment to, the services provided pursuant to this Agreement. The Parties agree to work cooperatively to forecast trunk requirements. When necessary, the Parties agree to provide additional trunking needed to maintain the above stated blocking objective.

5.0 COMPENSATION ARRANGEMENTS

5.1 Neither Party has any obligation to provide compensation to the other regarding the origination or termination of ISP Traffic pursuant to this Agreement

5.2 Except to the extent CLEC utilizes Brandenburg Telephone facilities as provided in Subsection 5.3, no recurring or non-recurring charges shall apply with respect to any of the terms of this Agreement.

5.3 Notwithstanding Subsection 5.2, to the extent CLEC utilizes Brandenburg Telephone to provide leased facilities on the CLEC side of a POC, CLEC shall purchase such facilities as special access from Brandenburg Telephone subject to the rates, terms, and conditions contained in Brandenburg Telephone's applicable Intrastate access tariffs. Notwithstanding any provision in an Brandenburg Telephone applicable intrastate access tariff to the contrary, Brandenburg Telephone shall not charge CLEC any non-recurring or recurring charge of any type that is premised upon a per minute of use identification, calculation or quantification. Neither Party shall charge the other for

the installation or use of trunks or facilities on the Party's side of the POC used for the exchange of traffic pursuant to this Agreement.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both Brandenburg Telephone and CLEC shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 The Parties shall exchange good-faith, non-binding technical descriptions and forecasts of the volume of expected ISP Traffic to be exchanged, in sufficient detail necessary to establish the interconnections required to assure traffic termination.

7.3 Thirty (30) days after the Effective Date and each six months during the term of this Agreement, CLEC will provide Brandenburg Telephone with a rolling, six (6) calendar month, non-binding forecast of its trunking requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.4 Each Party is individually responsible to provide facilities within its network which are necessary for routing and transporting ISP Traffic from the other Party's network and for delivering of such traffic to the other Party's network in a mutually acceptable format and to terminate the ISP Traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above.

7.5 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.6 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party 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; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.7 Interruptions in service are provided for as follows:

7.7.1 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.7.2 Credit for all other service interruptions will be provided pursuant to applicable tariffs governing interrupted circuit or service.

7.8 The physical connection of facilities and exchange of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

7.9 Each Party is solely responsible for the services it provides to its Customers.

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

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

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

7.13 Each Party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Neither Party shall impose any fees or charges on the other Party for such activities.

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective as of last date of signature of this Agreement, subject to Commission approval of this Agreement.

8.2 The initial term of this Agreement shall be one (1) year from the effective date and shall then automatically renew on a year-to-year basis. Upon expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least ninety (90) days in advance of the date of termination.

8.3 The arrangements pursuant to this Agreement shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services.

8.4 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 thirty (30) 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 of any of the material terms and conditions of this Agreement.

9.0 CANCELLATION CHARGES

Except as otherwise provided in any applicable tariff referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or Customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitation on liability to Customers that may be contained in either Party's applicable tariff(s) or Customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 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. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the

Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 Brandenburg Telephone is a corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 CLEC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the Customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any

obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

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

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep

it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.5 Choice of Law

The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the State of Kentucky without regard to its conflict of laws principles.

14.6 Taxes.

Neither Party is aware of any additional taxes that would be applicable to either Party as a result of the execution of this Agreement. In the event that any taxes are assessed on either Party related to this Agreement, each Party agrees to be responsible for any such taxes assessed on it.

14.7 Assignability

Either Party may assign this Agreement or any of its rights or obligations hereunder to its parent, other Affiliate, or a third party acquiring all or substantially all of the assets of the assigning Party, and no consent of the other Party shall be required provided that the assigning Party notifies the other Party at least 120 days in advance of assignment. Any other assignment, however, shall require the consent of the other Party, which consent shall not be unreasonably withheld upon the provision of at least 120 days advance notice by the assigning Party and reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 14.7 shall be void and ineffective. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

14.8 Billing and Payment; Disputed Amounts

14.8.1 Because of the mutual consideration related to the subject matter of this Agreement, the Parties agree that no charges shall apply to the ISP Traffic exchanged pursuant to the terms of this Agreement. Other charges, if any, may be set forth pursuant to Appendix 1. In the event that charges are applicable pursuant to Appendix 1, the following terms and conditions set forth in this Section 14.8 shall apply.

14.8.2 Intentionally left blank.

14.8.3 Although it is the intent of both Parties that any invoice will be a timely and accurate statements of submitted charges, Brandenburg Telephone's failure to present statements to CLEC in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges by Brandenburg Telephone, and CLEC shall not be entitled to dispute Brandenburg Telephone's statement(s) based on Brandenburg Telephone's failure to submit them in a timely fashion, provided however that Brandenburg Telephone shall not bill the other Party for unbilled charges incurred more than two years prior to the date of billing.

14.8.4 If any portion of an amount due to Brandenburg Telephone is subject to a bona fide dispute between the Parties, CLEC shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to Brandenburg Telephone of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. CLEC shall pay when due all undisputed amounts to Brandenburg Telephone.

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

14.8.6 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 14.8.5, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.7 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, the Parties, by mutual agreement, can agree to arbitrate the dispute according to terms mutually agreeable to the Parties. In any event, should negotiations fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

14.10 Notices.

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

To CLEC:

MCImetro Access Transmission Services, LLC
Director, National Carrier Contracts & Initiatives
Attention: Peter Reynolds
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147
Telephone: (703) 886-1918

Copy To:

MCImetro Access Transmission Services, LLC
Network and Technology Law
22001 Loudoun County Parkway
E1-3-605
Ashburn, VA 20147

To Brandenburg Telephone:

Brandenburg Telephone Company
Attn: Allison Willoughby
200 Telco Drive
Brandenburg, KY 40108

Copy To:

John Selent
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson St.
Louisville, KY 40202

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

14.11 Joint Work Product.

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

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other

obligation or have any liability to, the other Party or its Customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

14.14 Entire Agreement.

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

14.15 Non-Waiver.

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

14.16 Publicity and Use of Trademarks or Service Marks.

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

14.17 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 sixty (60) days, the Parties may terminate this Agreement by mutual agreement of both Parties without penalty or liability for such termination or arbitrate only such replacement language pursuant to the terms set forth in Section 14.9.

14.18 Counterparts

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

14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

14.20 Conditions Precedent

The obligations of the Parties under this Agreement are subject to the condition that, for the two years immediately preceding the Effective Date, traffic volumes exceeded an average of two million minutes of use per month during such two-year period.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ___ day of _____, 2010.

MCImetro Access Transmission Services LLC

Brandenburg Telephone Company

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 1

A. Exchange Areas Served by Brandenburg Telephone:

Radcliff, Vine Grove

B. POC identification

Formatted: English (U.S.)

For ISP Traffic originated by Brandenburg Telephone Customers and delivered to CLEC ISP Customers, the Parties will interconnect at V=6628, H=2747, which is at a meetpoint on the service territory border between Brandenburg Telephone and Windstream Kentucky East, LLC.

C. Schedule of Charges

1. The Parties agree that no charges shall apply for the delivery of ISP Traffic pursuant to the terms of this Agreement.
2. Transport facilities may be purchased from applicable Brandenburg Telephone intrastate access tariff.

Sample, Janet

From: Depp, Tip [tip.depp@dinslaw.com]
Sent: Wednesday, March 24, 2010 10:23 AM
To: McGolerick, Rick (Rick); O'Roark, Dulaney L
Cc: Selent, John; Brent, Douglas
Subject: MCImetro-Brandenburg Agreement

De and Rick,

Brandenburg Telephone has asked us to respond to MCImetro's March 22, 2010 proposal for a traffic exchange agreement.

Brandenburg Telephone is agreeable to the removal of MCImetro's proposed 250k threshold, but it will not agree to the newly proposed section 14.20. If you can provide some explanation of the business reasons for this language, we will consider your response, but insofar as this language appears to be a 'backdoor' to getting out of the agreement, we are not willing to accept that proposed section.

Thank you.

-Tip

Dinsmore & Shohl
ATTORNEYS

Edward T. Depp

Partner
1400 PNC Plaza
500 W. Jefferson St.
Louisville, KY 40202
Phone: (502) 540-2347

edward.depp@dinslaw.com www.dinslaw.com

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3/30/2010

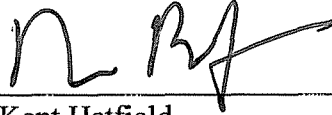
REQUEST 7. Please refer to page 13, lines 1-4 of Brandenburg's supplemental testimony. Provide copies of all internal documents since January 2005 to the present which address or quantify the financial impacts to you of having to exchange the traffic at issue directly with Brandenburg.

RESPONSE 7. Subject to and without waiving the General Objections, MCImetro has made a reasonable search and did not locate any responsive documents.

REQUEST 8. Please refer to your response to the foregoing data request and provide an estimate of the annual cost you would have incurred to establish direct interconnection with Brandenburg for each 2005, 2006, 2007, 2008, and 2009.

RESPONSE 8. MCImetro objects to Data Request No. 8 because it calls for MCImetro to develop estimates that do not already exist and that necessarily would be based on speculation as to what the direct interconnection arrangements would have been.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Hatfield', written over a horizontal line.

C. Kent Hatfield
Douglas F. Brent
STOLL KEENON OGDEN PLLC
2000 PNC PLAZA
500 W. Jefferson Street
Louisville, KY 40202
Telephone: (502) 568-5375
Fax: (502) 333-6099

*Counsel to MCImetro Access Transmission Services
LLC*

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served on the following by first-class United State mail, sufficient postage prepaid, this 30th day of March, 2010.

Bruce F. Clark
Stites & Harbison, PLLC
421 West Main Street
P.O. Box 634
Frankfort KY 40602-0634
bclark@stites.com

Counsel to Windstream

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