



Holly C. Wallace  
502-540-2309  
holly.wallace@dinslaw.com

December 10, 2009

RECEIVED

DEC 11 2009

PUBLIC SERVICE  
COMMISSION

**Via Federal Express**

Hon. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Blvd.  
P. O. Box 615  
Frankfort, KY 40601

2009-00531

**Re: Interconnection Agreement and Extended Area Service Agreement between  
Brandenburg Telephone Company and Insight Phone of Kentucky, LLC**

Dear Mr. Derouen:

Brandenburg Telephone Company, by counsel, hereby submits one (1) original, five (5) copies, and one (1) scanned copy on CD of the above-referenced Interconnection Agreement between Brandenburg Telephone Company and Insight Phone of Kentucky, LLC for approval by the Kentucky Public Service Commission pursuant to 47 U.S.C. §252(e).

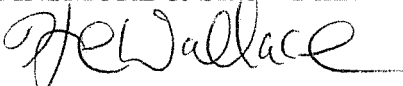
Additionally, Brandenburg Telephone Company submits one (1) original, five (5) copies, and one (1) scanned copy on CD of the above-referenced Extended Area Service Agreement between Brandenburg Telephone Company and Insight Phone of Kentucky, LLC. Both agreements are the product of voluntary negotiations between the parties.

Please return a file-stamped copy of each agreement to my attention in the enclosed, self-addressed, stamped envelope.

Thank you, and if you have any questions with regard to this matter, please call me.

Very truly yours,

DINSMORE & SHOHL LLP

  
Holly C. Wallace

HCW/rk

Hon. Jeff Derouen  
December 10, 2009  
Page 2

---

Enclosures

cc: Allison T. Willoughby (w/o enclosure)  
Gregory C. Cameron, Esq. (w/o enclosure)  
John E. Selent, Esq. (w/o enclosure)

153876\_1  
30256-100

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

INTERCONNECTION AGREEMENT AND	)	
EXTENDED AREA SERVICE AGREEMENT	)	CASE NO.
BETWEEN BRANDENBURG TELEPHONE	)	2009-00531
COMPANY AND INSIGHT PHONE OF	)	
KENTUCKY, LLC	)	

O R D E R

On December 11, 2009, Brandenburg Telephone Company ("Brandenburg") filed with the Commission a finalized interconnection agreement ("ICA") that has been negotiated and executed by Brandenburg and Insight Phone of Kentucky, LLC ("Insight"), pursuant to 47 U.S.C. § 252(e).

Additionally, on December 11, 2009, Brandenburg filed a finalized Extended Area Service ("EAS") traffic agreement executed by Brandenburg and Insight. The parties seek 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.

The Commission has reviewed the ICA, pursuant to 47 U.S.C. § 252(e)(1), and finds that no portion of the agreement discriminates against any telecommunications carriers not parties to the agreement and that implementation of the agreement is consistent with the public interest, convenience, and necessity. The Commission also finds that the agreement meets the requirements of 47 U.S.C. § 251.

Additionally, the Commission has reviewed the EAS traffic agreement and finds that it has been appropriately negotiated and conforms to the traffic needs of

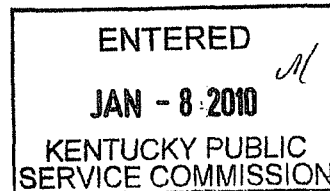
Brandenburg and Insight, as provided within the agreement. The Commission finds that implementation of the agreement is consistent with the public interest, convenience, and necessity.

Having reviewed the ICA and EAS traffic agreements, the Commission finds that both agreements are approved.

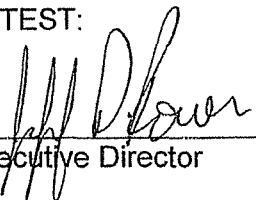
IT IS HEREBY ORDERED that:

1. The ICA between Brandenburg and Insight is approved.
2. The EAS traffic agreement between Brandenburg and Insight is approved.
3. This matter is closed and removed from the Commission's docket.

By the Commission



ATTEST:

  
\_\_\_\_\_  
Executive Director

Case No. 2009-00531

Trish Kirby  
Compliance Reporting Specialist  
Insight Phone of Kentucky, LLC  
P. O. Drawer 200  
Winter Park, FL 32790-0200

JD Tobin, Jr  
President/Manager  
Brandenburg Telephone Company, Inc.  
200 Telco Road  
P. O. Box 599  
Brandenburg, KY 40108

Honorable Holly C Wallace  
Attorney at Law  
Dinsmore & Shohl, LLP  
1400 PNC Plaza  
500 West Jefferson Street  
Louisville, KY 40202

AGREEMENT

By and Between

BRANDENBURG TELEPHONE COMPANY

And

INSIGHT PHONE OF KENTUCKY, LLC

**RECEIVED**

DEC 11 2009

**PUBLIC SERVICE  
COMMISSION**

**RECEIVED**

DEC 11 2009

**PUBLIC SERVICE  
COMMISSION**

## PREFACE

This AGREEMENT by and between Brandenburg Telephone Company ("Brandenburg"), a Kentucky corporation with offices at 200 Telco Drive, PO Box 599, Brandenburg, Kentucky 40108-0599 and Insight Phone of Kentucky, LLC, a Delaware Limited Liability Company with offices at 810 Seventh Avenue, Flr 41, New York, NY 10019 ("Insight"). This Agreement may refer to either Brandenburg or Insight as a "Party" or to both Brandenburg and Insight as the "Parties."

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

Now, therefore, in consideration of the terms and conditions contained herein, Brandenburg and Insight hereby mutually agree as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## GENERAL TERMS AND CONDITIONS

### 1. Scope of this Agreement

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

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

1.3 Except as otherwise expressly provided herein, no term or condition of the Agreement may be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

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

### 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within thirty (30) days after obtaining the last required Agreement signature. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve such approval consistent with the requirements for each Party under Applicable Law.

### 3. Term and Termination

3.1 This Agreement is effective on the earlier of: (i) the date on which the Commission deems the Agreement effective; or (ii) ninety (90) days after filing of the Agreement with the Commission, provided the Commission does not reject the Agreement in the intervening period ("Effective Date").

3.2 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for a period of 2 years (24 months) after the Effective Date of this Agreement (the "Initial Term"). Thereafter, this



Agreement shall renew automatically for successive one (1) year terms (each such term a "Renewal Term"), commencing on the termination date of the initial term or latest Renewal Term and continue in force and effect unless and until terminated as provided in this Agreement.

3.3 Either Party may terminate this Agreement effective upon the expiration of the Initial Term or any Renewal Term by providing no less than ninety (90) days prior written notice to the other Party in advance of the termination date of the Initial Term or latest Renewal Term.

3.4 The Parties may also terminate this Agreement, at any time, by written mutual agreement.

3.5 If either Party provides notice of termination pursuant to Section 3.3 and by 11:59 PM Eastern Time on the proposed date of termination neither Party has requested negotiation of a new agreement to replace the terms and conditions of this Agreement, (a) this Agreement will terminate, and (b) the Services being provided under this Agreement at the time of termination will be terminated.

3.6 If either Party provides notice of termination pursuant to Section 3.3 and either Party requests negotiation of a new agreement to replace the terms and conditions of this Agreement prior to the proposed date of termination, the Parties shall commence to negotiate in good faith in an effort to reach a new agreement. If the Parties are unable to negotiate a new agreement within one hundred and thirty-five days after notice is provided by either Party requesting the negotiation of a new agreement, then either Party may petition the Commission during the one hundred and thirty-five (135) to one hundred and sixty (160) day period following the notice to arbitrate any unresolved issues.

3.7 In the event of such termination pursuant to Section 3.3 and a Party has requested to negotiate a new agreement pursuant to Section 3.6, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption until a replacement agreement has been executed by the Parties either (a) under a new agreement voluntarily executed by the Parties; (b) under a new agreement that may be negotiated pursuant to the provisions of the Act; or c) under any agreement that may be available according to the provisions of Section 252(i) of the Act, but in no case will the existing service arrangements continue for longer than 180 days after the termination date.

#### 4. Attachments and Appendices

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

Attachment A	--	GLOSSARY OF TERMS
Attachment B	--	ADDITIONAL SERVICES
Attachment C	--	INTERCONNECTION
Attachment D	--	PRICING

Appendix A	--	DESIGNATION OF INTERCONNECTION POINT(S), COMPENSATION, CHARGES, DIRECTORY LISTING SERVICES
------------	----	--

## 5. Applicable Law

5.1 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 and, when applicable, in accordance with the requirements of the Act, the FCC's implementing regulations and federal law regarding the protection of customer proprietary network information ("CPNI"). All disputes relating to this Agreement shall be resolved through the application of such laws through the process(es) described in the Dispute Resolution section (Section 15) of this Agreement.

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

5.3 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or the acts or failures to act of any governmental entity or official (to the extent such acts or failures to act were not caused or solicited by either Party).

5.4 If any provision of this Agreement shall be held invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

5.5 If any final and unstayed legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

5.6 In the event of any change in Applicable Law that requires that this Agreement be amended, either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect any pricing, terms and conditions required by any such change in Applicable Law. The effective date of any amendment made as a result of this Section 5.6 shall be the date of the written notice requesting such amendment, unless an earlier date is provided by the Applicable Law that gives rise to the request for the amendment.

5.7 Notwithstanding any other provision of the Agreement, neither Party shall be obligated to offer or provide any service, facility, or interconnection arrangement to the other Party that is not required by Applicable Law. To the extent that some service, facility, or interconnection arrangement provided by one Party to the other Party under this Agreement is determined not to be required by Applicable Law, then the providing Party upon 90 days written notice to the other Party may discontinue the provision of such service, facility, or interconnection arrangement. To the extent the discontinued service or interconnection arrangement is available under prevailing Tariffs from the Providing Party, then the Purchasing Party, may, at its option, obtain such services, facilities, or interconnection arrangements pursuant to the terms of such Tariffs. If the other Party disputes the providing Party's interpretation of what may be required under Applicable Law under the relevant facts, the Parties will resolve the disagreement pursuant to the processes set forth in Section 15 ("Dispute Resolution"), or either Party may, without delay and without participating in the dispute resolution process pursuant to Section 15, immediately pursue any available legal or

regulatory remedy to resolve any question regarding what the providing Party is required to provide under Applicable Law.

## 6. Assignment

6.1 Either Party may, upon at least sixty (60) days prior written notice and with the other Party's prior written consent, which shall not be unreasonably withheld, assign this Agreement to an entity with which it is under common ownership and/or control. For purposes of this section, it shall be deemed "reasonable" for the non-assigning party to withhold consent to a proposed assignment if the proposed assignee does not provide the non-assigning party with sufficient evidence that it has the resources, ability, and authority to satisfactorily perform pursuant to the terms of this Agreement.

Any attempted assignment or delegation in violation of this section shall be void and ineffective and constitute a default of this Agreement by the party attempting such assignment or delegation. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

## 7. Assurance of Performance

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

7.1.1 Unless otherwise agreed by the Parties, the assurance of payment shall consist of a cash security deposit in U.S. dollars or an unconditional, irrevocable standby letter of credit in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by the Party demanding assurance, for the Services to be provided by the party demanding assurance to the other Party in connection with this Agreement.

7.2 The reasonableness of grounds for insecurity and the adequacy of any assurance offered shall be determined according to Telecommunications industry standards. Reasonable grounds for insecurity include, but are not limited to: (a) a Party has sought a voluntary receivership or bankruptcy (or had a receivership or bankruptcy proceeding initiated against it), (b) the failure of a Party to demonstrate that it is creditworthy after the execution of this Agreement, (c) the failure of a Party to timely pay a bill or perform a service or obligation as required by this Agreement, or (d) a Party admits its inability to pay debts as such debts become due.

7.3 Unless otherwise agreed by the Parties, after receipt of a justified demand, a Party shall have thirty (30) days to provide assurance of due performance.

7.4 To the extent that a cash deposit may be required, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

7.5 A cash deposit required under this Section shall accrue interest at a rate equal to the six (6) month U.S. Treasury Bill rate.

7.6 To the extent that a letter of credit or cash deposit is required under this Section, the Party holding such letter of credit or cash deposit may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon thirty (30) days written notice to the Party providing such letter of credit or cash deposit in order to pay any amounts that are past-due from the Party providing such assurance of performance.

7.7 If a Party draws on the letter of credit or cash deposit provided by the other Party, the Party providing such assurance of performance shall provide a replacement or supplemental letter of credit or cash deposit in order to fully replenish the required assurance of performance within fifteen (15) days thereof.

7.8 Notwithstanding anything else set forth in this Agreement, if a Party makes a request for assurance of performance in accordance with the terms of this Section, and the other Party fails to provide adequate assurance of due performance in accordance with the terms of this Section, then such failure to provide assurance of performance in accordance with the terms of this Agreement shall be considered a material breach of the Agreement, entitling the Party requesting assurance of performance to suspend its own performance under the Agreement until such time as the other Party provides such assurance of performance in accordance with this Section 7.

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

## 8. Audits

8.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") records for the purpose of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if an immediately preceding audit found previously uncorrected net inaccuracies in favor of the Auditing Party having an aggregate value of at least \$50,000 for any consecutive 12-month period.

8.2 Prior to commencing the audit, the auditors shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the auditors. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

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

8.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's records (to assess the accuracy of the Audited Party's bills) in the format in which such records are stored by the Audited Party. In the event the auditors discover previously uncorrected net inaccuracies in billing in favor of the Auditing Party and those previously uncorrected net inaccuracies have an aggregate value of at least \$50,000 for any consecutive 12-month period, the Audited Party shall reimburse the Auditing Party for the cost of the audit and any out-of-pocket expenses associated with the audit.

## 9. Authorization

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

9.2 Insight represents that it is a limited liability corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

9.3 Insight shall not place any orders under this Agreement until it has obtained such authorization as may be required by Applicable Law, and Insight shall cease placing any orders under this Agreement in the event any such authorization required by Applicable Law lapses or is cancelled, terminated, or otherwise ceases to exist. Insight shall provide proof of such authorization to Brandenburg upon request.

## 10. Billing and Payment; Disputed Amounts

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

10.2 Except as otherwise provided in this Agreement, payment of non-disputed amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) Calendar Days of the Purchasing Party's receipt of the invoice or forty-five (45) Calendar Days from the invoice date, whichever is sooner (the "Due Date"). If a Party does not receive a bill at least twenty (20) days prior to the thirty (30) day payment Due Date, then the bill shall be considered delayed if the billed Party makes written request for an extension of the payment Due Date, which extension shall be identical in term to the number of days the bill was delayed. Such requests for a delay of the payment Due Date must be accompanied with proof of late bill receipt.

10.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. Subject to a party's right to timely Audit pursuant to Section 8 and appropriate adjustment based upon such Audit, if the billed party fails to provide a notice of dispute within sixty (60) days of the payment Due Date for the amount in question and no timely Audit by the billed party occurs for the period in which payment is made, then the billed party shall be deemed to have irrevocably waived any disputes as to those amounts. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to Dispute Resolution under the terms of this Agreement. If the billing dispute is resolved, in whole or in part, in favor of the billed Party, any credits and interest due to the billed Party as a result thereof shall be applied to the billed Party's account by the billing Party during the next applicable billing cycle. If the billing dispute is resolved, in whole or in part, in favor of the billing Party, the billed Party will, within ten (10) days, make immediate payment of any withheld amounts and any late payment charges and interest, where applicable, to the billing Party.

10.4 Undisputed charges due to the billing Party that are not paid by the Due Date and withheld disputed amounts resolved in the billing entity's favor, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

10.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach

or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

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

To Brandenburg:      Brandenburg Telephone Company  
Attn: Allison T. Willoughby  
200 Telco Drive  
PO Box 599  
Brandenburg, Kentucky 40108-0599

To Insight:              Insight Phone of Kentucky, LLC  
Attn: Emily Cohron  
10200 Linn Station Rd. ste.100.  
Louisville, KY 40223

## 11. Confidentiality

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

11.2 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.

11.3 Upon termination of this Agreement, the Parties shall destroy all Proprietary Information of

the other party that remains in its possession within thirty (30) calendar days.

11.4 Each Party's obligations under this Section 12 shall survive the expiration or termination of this Agreement for a period of five (5) years.

## 12. 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.

## 13. Default

13.1 If either Party (the "Defaulting Party") defaults in the payment of any undisputed amount due, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice (the "Default Notice") thereof, the other Party (the "Aggrieved Party") may terminate this Agreement and services hereunder pursuant to the Default Notice.

13.2 Such Default Notice shall be posted by overnight mail, return receipt requested. If the Defaulting Party cures the default or violation within the thirty (30) day period, the Aggrieved Party will not terminate either this Agreement or service under this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service. For purposes of this Section, the terms 'default,' 'violate,' and 'violation,' in all of their forms, shall mean 'materially default,' 'material default,' 'materially violate,' or 'material violation,' as appropriate.

13.3 If the Defaulting Party disputes that the Aggrieved Party's Default Notice is justified by relevant facts, then the Parties, by mutual agreement, may resolve the disagreement pursuant to the processes set forth in Section 15 ("Dispute Resolution"). Notwithstanding the foregoing, both Parties retain the right, without delay and without participating in the dispute resolution process pursuant to Section 15, to pursue immediately any available legal or regulatory remedy to resolve any question about the alleged default or violation or the Aggrieved Party's announced termination of the Agreement.

## 14. Discontinuance of Service

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

## 15. Dispute Resolution

15.1 The Parties shall attempt to resolve any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who has authority to resolve the dispute and will serve as the initiating Party's representative in the negotiation. Upon receipt, the other Party shall have ten (10) Business Days to respond in writing, designating its own such representative in the negotiation. The Parties' representatives shall attempt to reach a good faith resolution of the dispute within thirty (30) days

after the date of the initiating Party's written notice of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures, such as private mediation, to assist in the negotiations.

15.2 If the Parties are unable to resolve the dispute within thirty (30) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction. Except for FCC actions, all such proceedings shall be initiated within, and all Parties consent to personal jurisdiction and venue within, the state and/or federal courts of the Commonwealth of Kentucky.

15.3 The resolution of billing disputes shall be in accordance with the terms of this Section 15 and the credit and interest payment resolution set forth in Section 10. For any other disputes for which the resolution requires payment from one Party ("In-Favor Party") to the other Party, upon resolution of the dispute, the other Party will make immediate payment, within ten (10) days, to the In-Favor Party of any amounts including interest, where applicable.

## 16. Force Majeure

16.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, terrorism, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), acts of God, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected.

16.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

16.3 Notwithstanding the provisions of Sections 16.1 and 16.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

16.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

## 17. Left Intentionally Blank

## 18. Fraud

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



19. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

20. Headings

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

21. Indemnification

21.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and successors and their respective directors, officers and employees ("Indemnified Party") from and against any and all claims that arise out of bodily injury to or death of any person; or damage to, or destruction or loss of, tangible real and/or personal property ("Claim"), to the extent such Claim was caused by the gross negligence or intentionally wrongful acts or omissions of the Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).

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

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

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

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

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

the Indemnifying Party.

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

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

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

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

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

## 22. Intellectual Property

22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party.

22.2 Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

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

22.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE

OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

23. Joint Work Product

The Agreement is the joint work product of the Parties, and it shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Law Enforcement.

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

24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24.3 Where the request of a law enforcement authority or national security authority relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to such information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

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

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

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

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

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

25.5.1 under Sections dealing with Indemnification, or, Taxes;

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

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

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

25.5.5 for the gross negligence or intentionally wrongful acts or omissions of a Party.

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

25.7 Each Party may, in its sole discretion, in its Tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure. To the extent that a Party (First Party) elects not to place in its tariffs or contracts such limitations of liability, and the other Party (Second Party) incurs a loss as a result thereof, the First Party shall, except to the extent caused by the Second Party's gross negligence or willful misconduct, indemnify and reimburse the Second Party for that portion of the loss that would have been limited had the First Party included in its tariffs and contracts the limitations of liability that the Second Party included in its own tariffs at the time of such loss.

## 26. Network Management

26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network and to meet their respective obligations under this Agreement. Prior to implementation of this Agreement, Parties will meet telephonically to exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability and comply with terms of this Agreement. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion.

26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to significantly degrade the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

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

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

iii. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall provide the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period;

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

v. Where the Impaired Party demonstrates that a particular service, network, facility or method of operation of the Interfering Party is significantly degrading the performance of the Impaired Party's provision of services, the Interfering Party shall discontinue deployment of that service and correct the interference or impairment or migrate its Customers to technologies that will not significantly degrade the performance of other such services. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service unless Service was improperly interrupted or suspended by the Impaired Party.

26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow industry standard procedures for isolating and clearing the outage or trouble in a manner consistent with its obligations to act in a non-discriminatory manner.

## 27. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of Services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall provide written notice to the other Party of the change at least ninety (90) days in advance of such change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

28. Notices

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

28.1.1 shall be in writing;

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

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

To: Insight Phone of Kentucky, LLC  
Attn: Gregory Cameron  
810 Seventh Avenue, Flr 41  
New York, NY 10019 Cameron.G@Insightcom.com

With a copy to:  
Insight Phone of Kentucky, LLC  
Attn: Nicole Crauwels  
10200 Linn Station Rd., Ste,100  
Louisville, KY 40223  
Crauwels.N@Insightcom.com

To Brandenburg: Brandenburg Telephone Company  
Attn: Allison T. Willoughby  
200 Telco Drive  
PO Box 599  
Brandenburg, Kentucky 40108-0599

With a copy to: John E. Selent, Esq.  
Dinsmore & Shohl LLP  
1400 PNC Plaza  
500 West Jefferson St.  
Louisville, Kentucky 40202

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

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

29. Performance Standards

29.1 Brandenburg shall provide Services under this Agreement in accordance with the standards required by this Agreement and Applicable Law.

29.2 Insight shall provide Services under this Agreement in accordance with the standards required by this Agreement and Applicable Law.

29.3 This Section 29.3 applies only to those interconnection arrangements, Telecommunications Services, or other services, facilities or arrangements that one Party would not otherwise be required to provide to the other Party pursuant to Applicable Law. To the extent that one Party requests (the "Requesting Party") of the other Party (the "Responding Party") any interconnection arrangement, Telecommunications Service, or other service, facility or arrangement for the exchange of Telecommunications Traffic or any other Services pursuant to this Agreement that is not required to be provided pursuant to Applicable Law and the fulfillment of that request would involve service or network arrangements beyond that which the Responding Party provides for its own services or beyond that which the Responding Party provides with any other carrier with which the Responding Party has an interconnection agreement, or would require the Responding Party to incur extraordinary costs and/or expenses beyond that which the Responding Party incurs for its own services or beyond that which the Responding Party incurs for service arrangements with any other carrier with which it has an interconnection agreement, the Responding Party may, at its sole judgment and discretion and after full and proper notice to the Requesting Party, provide such superior arrangements under the condition that the Requesting Party shall be responsible for any additional costs or expenses that may arise for the provisioning and operation of such superior arrangements.

### 30. Point of Contact for Customers

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

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

### 31. Publicity and Use of Trademarks or Service Marks

31.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, or in any other manner whatsoever, without the other Party's prior, written consent for such specified use, which consent the other Party may grant or withhold in its sole judgment and discretion.

31.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

## 32. References

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

32.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document, or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision of Applicable Law).

## 33. Relationship of the Parties

33.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

33.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

33.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

33.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

33.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

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

## 34. Reservation of Rights

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with any matter, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement; (b) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and (c) to challenge the lawfulness and propriety of, and to seek changes in, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction including challenge of or changes to matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. Nothing in this Agreement shall be deemed to limit or prejudice any



position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry for addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed by this Agreement. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

35. Subcontractors

A Party may use a contractor (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

36. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

37. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

38. Taxes

It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply. In the event that any state or local excise, sales, or use taxes, if any (excluding any taxes levied on income), are applicable to the subject matter of this Agreement, then the Parties agree to negotiate mutually agreeable terms that will ensure that the tax obligation is met and that the taxes are properly collected by the Parties. To the extent that the Parties cannot agree on terms, then the Section 15 Dispute Resolution process shall apply. Notwithstanding the foregoing, the KY Gross Revenues Tax (GRT) will apply at the rate as defined in KRS 136.616 to each party's purchase of services under this Agreement.

39. Technology Upgrades

39.1 Each Party (the "Providing Party") shall provide, maintain, repair or replace its facilities and Services, including those facilities and Services used by the other Party pursuant to this Agreement, at a level of quality that is equal to that which the Providing Party provides to itself, its Affiliates, and any third parties in accordance with the requirements of the Act. At a minimum, the Providing Party

shall provide, maintain, repair or replace its facilities and Services in accordance with the same technical criteria and service standards that are used within its own network on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Applicable Law.

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

#### 40. Sale or Transfer of Brandenburg Territory

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

40.2 Brandenburg may terminate this Agreement as to a specific operating territory or portion thereof if Brandenburg sells or otherwise transfers its operations in such territory or portion thereof. Brandenburg shall provide Insight with at least ninety (90) calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. After such termination, Brandenburg shall be obligated to provide Services under this Agreement only within the remaining territory.

40.3 Notwithstanding a termination notice provided pursuant to Section 40.2, this Agreement shall continue until the sale or transfer contemplated by the termination notice becomes effective, as approved by the Commission.

#### 41. Third Party Beneficiaries

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

#### 42. Filing of Agreement

The Parties understand and agree that this Agreement will be filed with the Commission.

#### 43. Use of Service

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

#### 44. No Waiver

Except as otherwise set forth in this Agreement, a failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

45. Voluntary Agreement

This Agreement is the result of voluntary negotiations and shall be construed as an Agreement reached through voluntary negotiation. No rate, term or condition contained in this Agreement may be construed or otherwise interpreted by anyone as a reflection of either Parties' legal opinion or position regarding either Parties' obligation or rights under Section 251 or 252 of the Act or other Applicable Law. Neither Party will assert in any regulatory, judicial or legislative proceeding that anything in this Agreement constitutes a precedent as to the subject matter addressed in this Agreement.

46. Warranties

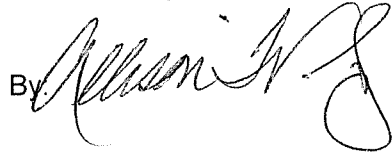
EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

47. Entire Agreement

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date(s) set forth below.

Brandenburg Telephone Company

By: 

Type or Print Name: Allison T. Willoughby

*Allison T. Willoughby*  
Title: Assistant General Manager

Date *12/7/09*

Insight Phone of Kentucky, LLC

By: 

Type or Print Name: Gregory Cameron

Title: VP Telecom Legal Affairs

Date *11/23/09*

## ATTACHMENT A GLOSSARY OF TERMS

### 1. General Rule

Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in this Agreement, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in this Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of this Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

### 2. Definitions

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

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

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

2.4 "Agent" shall include an agent or servant.

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

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

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

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

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

2.10 "Calendar Year" means January through December.

2.11 "Calling Party Number" or "CPN" means a CCS parameter that identifies the calling party's telephone number.

2.12 "Central Office" or "CO" refers to a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXXs"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.13 "Central Office Switch" refers to a switch used to provide Telecommunications Services, including, but not limited to, End Office and Tandem Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

2.14 "Commission" shall mean the Kentucky Public Service Commission.

2.15 "Common Channel Signaling" or "CCS" refers to a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. The CCS currently used by the Parties is SS7.

2.16 "Common Language Location Identifier" or "CLLI Code" refers to a code developed by Telcordia Technologies as a method of identifying physical locations and equipment such as buildings, Central Offices, poles and antennas. There are three (3) basic formats for CLLI Codes: network entity, network support site, and customer site.

2.17 "Competitive Local Exchange Carrier" or "CLEC" refers to any Local Exchange Carrier providing Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier ("ILEC"). Insight is a CLEC.

2.18 "Customer" means the residential or business subscriber or other ultimate end user of Telecommunications Services provided by either Party.

2.19 "Customer Proprietary Network Information" or "CPNI" is as defined in the Act.

2.20 "Day" means calendar day unless otherwise specified.

2.21 "End Office Switch" or "End Office" means a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

2.23 "FCC" shall mean the Federal Communications Commission.

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

2.25 "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

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

2.27 "Internet Protocol" refers to a standard networking protocol that provides information transmission across interconnected networks and keeps track of Internet address for different nodes, routes outgoing information and recognizes incoming information.

2.28 "Internet Service Provider" or "ISP" is a vendor who provides access for customers (companies and private individuals) to the Internet and the World Wide Web for Telecommunication Services or other means, but does not include a common carrier to the extent that it provides common carrier services.

2.29 "Local Internet Traffic" or "ISP Bound 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 the local calling area of the originating Customer as local calling areas are defined by Brandenburg's effective local exchange tariff(s), including mandatory local calling scope arrangements established and defined by the Commission ("Local Internet Traffic"). A mandatory local calling scope arrangement is an arrangement that provides Customers a local calling scope; i.e. Extended Area Service ("EAS"), beyond the Customer's basic exchange serving area. Therefore Local Internet Traffic, for purposes of this Agreement, includes both intra-exchange calls and non-optional EAS calls originated by a Customer of one Party, delivered to the other Party, and terminated by the other Party to an ISP, and does not include any optional extended local scope service arrangement.

2.30 (i) "IntraLATA Traffic" means telecommunications traffic that originates and terminates within the same LATA. (ii) "InterLATA Traffic" means telecommunications traffic that originates and terminates within different LATAs.

2.31 "Interconnection Point" or "IP" means the location on the incumbent LEC network of Brandenburg at which the connection is made by the Parties for the exchange of Local Traffic and Local Internet Traffic between the Parties.

2.32 "Local Access and Transport Area" or "LATA" shall have the meaning set forth in the Act.

2.33 "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.

2.34 "Local Exchange Routing Guide" or "LERG" shall mean a Telcordia Technologies reference containing NPA/NXX routing and homing information.

2.35 "Local Number Portability ("LNP")" means the ability of Customers of Telecommunications Services to retain, within the same geographic Rate Center Area associated with the Customer's NPA-NXX code, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

2.36 "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.

2.37 "Local Traffic" or "Subject Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within the local calling area of the originating Customer as local calling areas are defined by Brandenburg's effective local exchange tariff(s), including mandatory local calling scope arrangements established and defined by the Commission. A mandatory local calling scope arrangement is an arrangement that provides Customers a local calling scope; i.e. Extended Area Service ("EAS"), beyond the Customer's basic exchange serving area. Therefore Local Traffic, for purposes of this Agreement, includes both intra-exchange calls and non-optional EAS calls, and does not include any optional extended local scope service arrangement. All other traffic will be defined as non-Local traffic and subject to the terminating party's applicable access tariff regardless of the technology used to deliver the traffic.

2.38 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit

line number. The plan also extends to format variations, prefixes, and special code applications.

2.39 "Numbering Plan Area ("NPA")" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

2.40 "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.

2.41 "Proprietary Information" shall have the same meaning as Confidential Information.

2.42 "Providing Party" means a Party offering or providing a Service to the other Party under this Agreement.

2.43 "Purchasing Party" means a Party requesting or receiving a Service from the other Party under this Agreement.

2.44 "Rate Center Area" refers to the geographic area that has been identified as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services within that geographic area. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.45 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, costs incurred for the transport and termination of Subject Traffic originated by the Customers of one Party on that Party's network and terminated to the Customers of the other Party on that other Party's network.

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

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

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

2.49 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access. The meaning of Switched Exchange Access Services and Access Services are the same.

2.50 "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be

specifically approved by the Commission or FCC.

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

2.52 "Telecommunications" is as defined in the Act.

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

2.54 "Telecommunications Service" shall have the meaning set forth in the Act.

2.55 "Telephone Exchange Service" shall have the meaning set forth in the Act, and may also be interchangeably referred to herein as "Local Exchange Service".



ATTACHMENT B  
ADDITIONAL SERVICES

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

Each Party shall comply with the requirements of Section 251(b)(3) of the Act with respect to Toll Dialing Parity and Local Dialing Parity.

2. Directory Publishing, Distribution, and Other Directory Services

This Directory Publishing and Directory Distribution section sets forth terms and conditions with respect to the inclusion of Insight's Customer listings in Brandenburg's published directories.

2.1 Listing Information

2.1.1 As used herein, "Listing Information" means a Insight Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Brandenburg deems necessary for the publication and delivery of directories.

2.1.2 In those Telephone Exchange Service areas where Insight and Brandenburg both have Customers, and interconnection has been established for the exchange of traffic pursuant to the terms of this Agreement (defined as the "Listing Area"), Insight shall provide Listing Information for Insight Listing Area customers to Brandenburg's directory publishing contractor(s) for inclusion in the White Pages and Yellow Pages listing in the appropriate Brandenburg directory(ies), provided Brandenburg's directory publisher can and will accept Insight's Listing Information. Such listings will exclude any Insight Customer identified as non-published or non-listed by Insight. Upon request by Insight, Brandenburg or its publisher will provide the directory publication schedule including applicable deadlines for timely submission of Listing Information for inclusion in Brandenburg's published directories. Provided that Insight provides Listing Information to Brandenburg's publisher on a timely basis, Brandenburg will include the White Pages and Yellow Pages listing information in Brandenburg directories at no charge to Insight provided that Insight provides subscriber Listing Information at no charge to Brandenburg.

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

2.2 Listing Information Supply.

2.2.1 Upon request to Brandenburg or its publisher, Brandenburg will provide to Insight the directory publisher's applicable submission date(s) for the submission of Customer Listing Information for inclusion in the appropriate Brandenburg directories. Insight will provide subscriber Listing Information directly to Brandenburg's contract directory publisher in such format as is consistent with a base listing format normally provided to publishers of directories. Insight will use commercially reasonable efforts to provide the subscriber Listing Information in the format specified by Brandenburg's directory publisher that will accommodate inclusion on a mechanized basis in the Brandenburg directory publishing process. Insight agrees to pay any charges or expenses that Brandenburg or its publisher may directly incur due to Insight's failure to comply with this provision.

2.2.2 Brandenburg agrees to include one basic White Pages listing for each Insight Customer

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

2.2.3 Insight will pay Brandenburg's tariffed charges for additional directory listings for the same Customer or for any subscribers identified as non-published or unlisted by Insight. Insight may choose to purchase additional directory listing services pursuant to tariff or applicable pricing schedules as may be published from time-to-time.

2.2.4 The foregoing notwithstanding, Insight reserves the right not to provide directory Listing Information to Brandenburg for non-published telephone numbers. Insight understands that Brandenburg will have no ability to provide such unlisted directory Listing Information to any third parties and Brandenburg cannot guarantee that Insight's Customers whose listings are withheld will receive distributed directories.

2.2.5 Insight authorizes Brandenburg or Brandenburg's directory publisher to release all Insight Subscriber Listing Information (SLI) provided to Brandenburg's publisher by Insight to qualifying third parties. Such Insight SLI shall be intermingled with Brandenburg's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. No compensation shall be paid to Insight for Brandenburg's or its directory publisher's receipt of Insight's SLI, or for the subsequent release to third parties of such SLI. Nothing in this paragraph requires Brandenburg or its directory publisher to release Insight SLI to any third parties.

2.2.6 Brandenburg will not provide directory assistance services nor maintain directory listings for Insight.

## 2.3 Brandenburg Information.

Upon request by Insight, Brandenburg or Brandenburg's publisher shall make available to Insight the following information to the extent that Brandenburg provides such information to its own business offices: a directory list of relevant NXX codes, directory close dates, publishing data, and Yellow Pages headings. Brandenburg also will make available to Insight, upon written request, a copy of Brandenburg's alphabetical listings standards and specifications manual.

## 2.4 Confidentiality of Listing Information.

Brandenburg shall accord Insight Listing Information the same level of confidentiality that Brandenburg accords its own Listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Brandenburg elect to do so, it may use or license Insight Listing Information for directory publishing by third parties, so long as Insight's Customers are not separately identified as such. Brandenburg shall not be obligated to compensate Insight for Brandenburg's use or licensing of Insight Listing Information.

## 2.5 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Insight Customer listings.

## 2.6 Indemnification.

Insight shall adhere to all practices, standards, and ethical requirements established by Brandenburg with regard to listings. By providing Brandenburg with Listing Information, Insight represents to Brandenburg that Insight has the right to provide such Listing Information to Brandenburg on behalf of its Customers for publishing in Brandenburg's directories provided to the public. Insight agrees to release, defend, hold harmless and indemnify Brandenburg from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Brandenburg's publication or dissemination of the Listing Information as provided by Insight hereunder.

#### 2.7 Liability.

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

#### 2.8 Directory Publication.

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

## ATTACHMENT C

### INTERCONNECTION

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

#### 1. Scope of Traffic

1.1 The Parties agree that they will deliver to each other over the interconnection facilities only the following traffic: (1) Local Traffic and (2) Local Internet Traffic.

1.2 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 or interstate Access Charges by the other Party including, but not limited to, the resale to third parties of, or the assignment of, NPA-NXX numbers associated with one Rate Center Area for Customers that obtain Local Exchange Service in a different geographical Rate Center Area. Traffic to or from Customers that originates or terminates in areas other than those included in the calling scope of Local Traffic or Local Internet Traffic is not within the scope of this Agreement. All traffic that does not originate and terminate to Customers within the same local calling area as defined in Brandenburg's local service tariff(s) is subject to Brandenburg's intrastate or interstate Switched Exchange Access Service Tariffs regardless of the transmission protocol used for any portion of the call. Brandenburg's origination and termination of Access Service traffic is subject to all of the terms and conditions, and rates, contained in Brandenburg's intrastate and interstate Access Service Tariffs.

1.2.1 Notwithstanding Section 1.2 of this Attachment C, nothing in this Agreement or any Attachment hereto prevents Insight from establishing its own local calling area for its own end-users.

1.3 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain Local Exchange Service in the Rate Center Areas 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 for the assignment of telephone numbers that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange areas related to the Local Traffic exchanged pursuant to this Agreement; (d) assign whole NXX Codes to each Rate Center Area, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center Area; and (e) subject to Section 4.2 below, provide Calling Party Number on Customer originated 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 Agreement.

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

1.5 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by its Customers of its Telephone Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk groups established between the Parties pursuant to this Agreement. Insight is responsible for establishing connectivity with the appropriate Public Service Answering Point ("PSAP") for any 911 services it requires. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related

to such calls.

1.6 Each Party or its agent shall provide initial and ongoing updates of its Customers 911 records to the appropriate 911 center.

## 2. Methods for Interconnection and Trunk Types

### 2.1 Methods for Interconnection.

#### 2.1.1 Interconnection

2.1.1.1. The Parties shall utilize the Interconnection Point(s) ("IP(s)") designated as the points from which the Parties will provide transport and termination of traffic that is within the scope of this Agreement. Each Party will be responsible operationally and financially for bringing their facilities to the IP and for the delivery to the IP of any traffic that they send to the other Party under the terms of this Agreement. Where mutually beneficial to the Parties, they may agree to provision voluntary arrangements not otherwise required under Applicable Law.

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

(a) an IP at a mid-span meet point established between the Parties at a point on the incumbent network of Brandenburg;

(b) any other mutually-agreed to arrangement, as negotiated by the Parties.

2.1.1.3. Each Party shall be responsible for provisioning facilities to the agreed-to IP(s).

2.1.2 The Parties shall utilize the common channel out-of-band signaling (CCS) protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI) in accordance with accepted industry practice and standard technical specifications. The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part ("ISUP"), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary for the exchange of traffic.

2.1.2.1 The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages, to facilitate full interoperability of all CLASS features and functions between their respective networks. The Parties shall include the Jurisdiction Information Parameter ("JIP") in the Initial Address Message ("IAM"), containing a Local Exchange Routing Guide-assigned NPA-NXX (6 digits) identifying the originating switch on calls that they originate.

2.1.2.2 Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable Access Charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered. It shall be a default of this Agreement for a Party to substitute or generate incorrect ANI, CPN or SS7 parameters on exchanged traffic.

## 2.2 Trunking Arrangements

2.2.1 The Parties will interconnect one or more trunk groups for the transmission and routing of Local Traffic and Local Internet Traffic as set forth in Appendix A. Each Party shall make available to the other Party trunks over which one Party can deliver and receive its Customers' traffic to and from the other Party's Customers, provided, however, that each Party retains the right to modify the trunk facilities it provides to its side of the IP.

2.2.2 All trunks shall utilize SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

2.2.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on two-way trunks to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.

2.2.4 The trunk group(s) established between the Parties pursuant to the terms of this Agreement for the exchange of Local Traffic and Local Internet Traffic shall be engineered to a P.01 Grade of Service. The performance standard for two-way trunk groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.

2.2.5 The Parties shall collaboratively determine the number of two-way trunks that are required to meet the applicable design-blocking objective for all traffic carried on each two-way trunk group. Insight shall order two-way trunks by submitting ASRs to Brandenburg and any applicable third party, setting forth the number of two-way trunks to be installed and the requested installation dates within Brandenburg's effective standard intervals or negotiated intervals, as appropriate. Insight shall populate all applicable fields in ASRs in accordance with OBF Guidelines as in effect from time to time.

2.2.6 Both Parties shall monitor two-way trunk groups using service results for the applicable design blocking objective. If Brandenburg observes blocking in excess of the applicable design objective on any two-way trunk group, it will notify Insight of its determination. If Insight agrees that augmentation of the group is required or separately determines that augmentation of the group is required, Insight will submit an ASR to Brandenburg requesting that the trunk group be augmented to remedy the blocking.

2.2.7 The Parties will review all two-way trunk groups that reach a utilization level of seventy percent (70%), or greater, to mutually determine whether those groups should be augmented. For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, a Party may, following consultation with the other Party, disconnect a sufficient number of the available trunks to attain a utilization level of at least sixty percent (60%), however, the trunks will be grouped in minimum multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.

## 3. Trunk Group Provisioning

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

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

3.3 Pursuant to Section 2 of Attachment C, each Party will use commercially reasonable efforts to monitor the traffic exchanged by the Parties over the interconnection trunk groups to identify those groups that exceed blocking objectives.

#### 4. Traffic Measurement and Billing over Interconnection Trunks

4.1 Each Party, at its own expense, reserves the right to audit all traffic and any associated billing as specified in this Section of the Agreement, up to a maximum of one audit per calendar year to ensure that only Local Traffic and Local Internet Traffic are being routed on the Interconnection Trunks and that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

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

4.2.1 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.

#### 5. Local Traffic

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

5.2 The Parties agree that the nature of the Local Traffic to be exchanged between the Parties and all other mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and each Party has considered the scope of Local Traffic and has independently concluded that the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. The compensation terms and conditions set forth in this Section are specifically related to and dependent on all of the provisions of Section 5.1 and all other terms and conditions of this Agreement.

### 5.3 Traffic Not Subject to Terms and Conditions for Local Traffic

5.3.1 The terms and conditions set forth in this Section 5 of this Agreement for Local Traffic do not apply to the following: (1) any Internet Traffic; (2) interstate or intrastate Exchange Access or exchange services for Exchange Access; (3) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Switched Exchange Access Service traffic; or (5) Optional Extended Local Calling Area Traffic. The terms and conditions set forth in this Section 5 of this Agreement for Local Traffic do not apply to traffic either originated from or terminated to a Party's Customer where the Customer location is physically located outside of the geographic area that has been defined by Brandenburg's effective local exchange tariff(s).

## 6. Treatment of Local Internet Traffic.

6.1 The Parties agree to transport and switch Local Internet Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.

6.2 The Parties acknowledge that under current network and service arrangements, some Internet Traffic may be switched and transported as though Local Internet Traffic were the same as Local Traffic (even though it is not). Notwithstanding any other provision of this Agreement, the Parties will treat Local Internet Traffic under the following conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this Local Internet Traffic. The switching and transport of Local Internet Traffic over the Interconnection Trunk facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. Notwithstanding any other provision of this Agreement, the Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Local Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic.

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

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



## 7. Intermediary Services

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

## 8. Number Resources and Rate Center Areas

During the term of this Agreement, Insight shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Brandenburg and any other incumbent Local Exchange Carriers within the local calling area as defined for Local Traffic in this Agreement. Insight shall assign whole NPA-NXX codes, or one-thousand blocks where applicable, to each Rate Center Area consistent with Applicable Law.

## 9. Installation, Maintenance, Testing and Repair.

9.1 Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

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

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

9.2.2 Billing for maintenance service by either Party, if applicable, is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following two rates: (1) basic time or (2) overtime with such rates not to exceed the labor rates in the National Exchange Carrier Association Tariff No. 5.

## 10. Local Number Portability (LNP)

10.1. The Parties shall provide Local Number Portability ("LNP") in accordance with rules and regulations as prescribed from time to time by the FCC.

10.2. Service Provider Number Portability ("SPNP") is the arrangement under which the Parties will provide number portability. SPNP between local exchange carriers allows an existing Customer to obtain Telephone Exchange Service from a different Telephone Exchange Service provider and

retain its then existing telephone number at the same location within the same Rate Center Area. The Parties agree to port numbers, under the following conditions: (a) the requesting Party will be providing Telephone Exchange Service to that Customer in the same Rate Center Area in which the Customer currently obtains Telephone Exchange service; and (b) the Requesting Party will be providing Telephone Exchange Service to that Customer pursuant to a valid Certificate of Authority issued by the Commission. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.

10.2.1 SPNP will be provided using the industry Location Routing Number ("LRN") method in accordance with state and federal regulations.

10.2.2 Brandenburg will deploy SPNP in central offices where SPNP is not already deployed within six (6) months following (a) receipt of a Bona Fide Request ("BFR") from Insight; (b) the completion of network preparation by the Parties; and (c) mutual agreement as specified herein. Insight will provide SPNP in those areas for which Insight has submitted a BFR to Brandenburg no later than the time that Brandenburg begins to provide SPNP in such area(s). A BFR is not required for those areas where SPNP is already deployed by Brandenburg as of the effective date of this Agreement.

10.2.3 Each Party must coordinate SPNP activities with the regional Number Portability Administration Center ("NPAC") including, but not limited to, importation of data identified in industry forums as is required for SPNP.

10.2.4 A BFR with respect to deploying SPNP in an area(s) must be made in the form of a letter from Insight to:

Brandenburg Telephone Company  
Attn: Allison T. Willoughby  
200 Telco Drive  
PO Box 599  
Brandenburg, Kentucky 40108-0599

10.2.5 The BFR must specify the following:

10.2.5.1 Specific Rate Center Area(s) in which SPNP is being requested.

10.2.5.2 Specific Brandenburg switch(es), by CLLI code, which are being requested to become SPNP capable.

10.2.5.3 CLLI and NPA-NXX codes of Insight switches serving the exchanges (i.e., Rate Center Area(s)) associated with the relevant Brandenburg switch(es) for which Insight will open for SPNP porting.

10.2.6 Both Parties will conform to industry standard Local Service Request (LSR) format and guidelines in requesting and administering individual service/number ports under SPNP, and agree to exchange LSRs solely by facsimile or email.

10.2.6.1 Both Parties shall respond to LSRs within normal industry standard intervals: 24 hours for an FOC or LSR rejection, and 3 business days for a LNP due date.

10.2.6.2 The Parties shall work cooperatively to establish mutually agreeable procedures for supplemental orders and late day cancellations in order to ensure continuous service for end-users.

10.2.6.2.1 LSR changes requested less than 24 hours of the due date will require a cancellation and a new LSR be submitted.

10.2.6.2.2 Cancellations made on the day of the due date shall require a cancellation of the original LSR, and a new LSR be submitted. The Party cancelling the port shall contact the losing Party to notify such Party of the cancellation to avoid having the end-user's service be interrupted.

10.2.7 The Requesting Party will submit a Local Service Request ("LSR") to the other Party to commence the process to effect an SPNP related service change. The Party to whom an LSR is submitted will bill, and the Requesting Party will pay, LSR charges as provided in APPENDIX A.

10.3. To the extent that either Party provides LNP query, routing, and transport services, such services shall be provided in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC").

10.3.1 Telephone numbers will be ported only within Brandenburg Rate Center Areas as approved by the Commission. Brandenburg and Insight porting Rate Center Areas must comprise identical geographic locations and have common boundaries.

10.3.2 Telephone numbers in NPA-NXXs dedicated to choke networks will not be ported.

10.3.3 SPNP is available only for working telephone numbers assigned by Brandenburg to Brandenburg Customers that subsequently transfer service to Insight and for working telephone numbers assigned by Insight to Insight Customers that transfer service to Brandenburg.

10.3.4 Neither Party will provide SPNP for NXX codes 555, 976, and 950.

10.3.5 The provisions of this Section 10 are subject to change in accordance with any changes in regulatory requirements associated with SPNP including, but not limited to, number pooling or other portability measures.

10.4. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.

10.5. Where an Customer of one Party ("Party A") elects to become an Customer of the other Party ("Party B"), and after Party B has received authorization from the Customer in accordance with Applicable Law and sends a Local Service Request to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. When a ported telephone number becomes vacant; e.g., the telephone number is no longer in service by the original end user, the ported telephone number will be released back to the Local Service Provider owning the switch with which the NXX block associated with the ported number was assigned originally by the North American Numbering Plan Administrator.

10.6 If Brandenburg determines that an unauthorized change in local service to Insight has occurred, including, but not limited to, notification from the end user that the end user did not authorize Insight to provide local exchange services to the end user, Insight must provide Brandenburg with written or recorded documentation of authorization from that end user within three (3) Business Days of notification by Brandenburg. If Insight cannot provide written documentation authorization within such time frame: i) Brandenburg will reestablish service with the appropriate local service provider, ii) Insight must within three (3) Business Days provide any end user

information or billing records Insight had obtained relating to the end user to the LEC previously serving the end user, and iii) in addition to any and all other applicable remedies permitted by law. Brandenburg will invoice Insight for any and all costs assessed by third parties and incurred by Brandenburg for returning the end user's service to the end user's previous local exchange provider.

10.7 Unless otherwise provided for in 10.8, below, the Parties agree to forebear from a requirement that a separate letter of authorization (LOA) be provided for each Customer in order to switch the Customer's service. This Agreement will serve as a "blanket LOA" by which each Party agrees that it will not submit requests to switch a Customer's service or request copies of Customer Service Records ("CSR") without meeting applicable state and federal requirements for such requests.

10.7.1 This Agreement will allow the Requesting Party access to the Responding Party's end-user's CPNI in the form of a CSR solely to facilitate the provision of services to the specific end user customer in accordance with the terms of this Agreement and applicable state and federal law. Notwithstanding the above, the Requesting Party shall not be deemed in violation of this provision solely on the basis of an applicable end user's decision not to order service from the Requesting Party. All requests for CSR information must be made via a validated email address and will be responded to at the response address of record within 24 hours, excluding non-business days. The Parties expressly agree that such requests will not be used for research or any other purpose not intended by this Agreement. In the event that a Party reasonably believes that CSR requests are in violation of the terms of the Agreement (for example, recurring requests for CSR without corresponding service orders), the Party receiving the CSR request may require that the Requesting Party provide evidence of the customer authorization requests previously submitted as a condition of continued receipt of such CSR information.

10.8 In the event a Customer has a local freeze on its service, the Party issuing the request will promptly provide a copy of an LOA or other legally authorized validation support indicating authority to make such a request, or a service order signed by the Customer indicating its authority to make such a request or otherwise provide authorized validation in compliance with the FCC's rules. In addition, both Insight and Brandenburg will accept 3-way calls from the Party issuing the request and the end-users to lift local freezes that have been established on their services.

## ATTACHMENT D

### PRICING

#### 1. General

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

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

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

1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 and 1.3, the Charges for the Service shall be mutually agreed to by the Parties in writing.

#### 2. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding in which the FCC, the Commission or other governmental body with appropriate jurisdiction is asked to reduce such Charges and to order a refund of any amounts paid in excess of any Charges that are reduced).

## APPENDIX A Brandenburg and Insight

### A. Designation of the IP(s):

The Parties will establish the IP within the incumbent service network area of Brandenburg at RDCLKYXADS0 tandem which identifies the Brandenburg Kentucky tandem at 316 Lincoln Trl, Radcliff, KY, 40160 with V & H coordinates of 06621 and 02757. Traffic exchanged between the Parties under this Agreement is limited to Local Traffic and Local Internet Traffic between the Parties' associated with the following Local Exchange Service areas:

<b>Insight Exchanges</b>	<b>Brandenburg Local Calling Scope Exchanges</b>
Brandenburg	Battletown, Brandenburg, Custer, Irvington, North Garrett, Payneville
Irvington	Battletown, Brandenburg, Custer, Irvington, North Garrett, Payneville
North Garrett	Battletown, Brandenburg, Custer, Irvington, North Garrett, Payneville, Vine Grove
Payneville	Battletown, Brandenburg, Custer, Irvington, North Garrett, Payneville
Radcliff	Radcliff, Vine Grove
Vine Grove	North Garrett, Radcliff, Vine Grove

### B. Local Traffic Transport and Termination Compensation

Subject to the terms of Section 5.2 of Attachment C to this Agreement.

### C. LSR Order Charges

When a Party (the "Requesting Party") receives a Customer request to change service from the other Party but retain the Customer's same telephone number(s), the Requesting Party will submit a Local Service Request ("LSR") to the other Party to commence the process to effect the service change. Each LSR is limited to a single Customer located at a single location. Charges associated with an LSR Order are:

- LSR Order Charge = \$15.00 per each request by the Requesting Party to the other Party per LSR -- To be billed to and paid by the Requesting Party.

- Supplemental LSR Service Order Charge = LSR revisions received no later than 24-hours prior to the due date and submitted to revise or correct fields filed on a prior version of the LSR (including due date) will be processed at no charge. The Receiving Party has a right to reject LSRs received less than 24-hours prior to the due date and to request the LSR be submitted as a new LSR.

- Hot Cut Service Order Charge = \$50 per each time the Requesting Party submits a request for an expedited release or completion of an LSR.

### D. Directory Listings & Books

Brandenburg will charge, and Insight will pay, the following rate per Directory Book delivered to an Insight Customer by Brandenburg in the same manner that Brandenburg telephone books are delivered to Brandenburg's Customers:

- Charge Per Book Delivery: \$ 6.00 \*

\* This rate may be modified based on increases in delivery and publication costs imposed on Brandenburg. Any such changes in rate will be passed through to Insight at cost.

144135v3

AGREEMENT

for the

TRANSPORT AND TERMINATION OF  
EXTENDED AREA SERVICE (EAS) TRAFFIC

Effective as of December 7, 2009

Between

Brandenburg Telephone Company, Inc.

and

Insight Phone of Kentucky, LLC

RECEIVED

DEC 11 2009

PUBLIC SERVICE  
COMMISSION



## **Table of Contents**

1.0	Definitions
2.0	Interpretation and Construction
3.0	EAS Traffic
3.1	Scope of Traffic Covered by this Agreement
3.2	Excluded Traffic
3.3	Intermediary EAS Traffic Functions
3.4	Access Traffic
3.5	Treatment of Information Service Provider Traffic
3.6	Trunk Groups
3.7	Signaling
3.8	Network Maintenance and Trunk Provisioning
3.9	No Compensation
4.0	Disclaimer of Representations and Warranties
5.0	No Cancellation or Non-Recurring Charges
6.0	Indemnification
7.0	Limitation of Liability
8.0	Term and Termination
9.0	Compliance with Laws and Regulations
10.0	Severability
11.0	Miscellaneous
11.1	Authorization
11.2	Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor
11.3	Force Majeure
11.4	Treatment of Proprietary and Confidential Information
11.5	Choice of Law
11.6	Taxes
11.7	Billing and Payment; Disputed Amounts
11.8	Dispute Resolutions
11.9	Notices
11.10	Joint Work Product
11.11	No License
11.12	Survival
11.13	Publicity and Use of Trademarks or Service Marks
11.14	Non-Waiver
11.15	Entire Agreement
11.16	Counterparts
11.17	Modification, Amendment, Supplement, or Waiver

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 Insight Phone Of Kentucky, LLC ("Insight"), a Delaware corporation with offices at 10200 Linn Station Rd., Suite 100, Louisville, KY 40223. This Agreement may refer to either Brandenburg or "Insight" as a "Party" or to both Brandenburg and Insight as the "Parties."

RECITALS

WHEREAS, Brandenburg and INSIGHT 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 INSIGHT 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"<sup>5</sup> 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, and are physically located in that 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 in which they are physically located 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 End Users physically located in the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement, regardless of the technology used.

**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, INSIGHT 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 INSIGHT for termination on INSIGHT's network, if Brandenburg in good faith determines that INSIGHT has deployed or permitted the use of its NPA-NXX codes to serve End Users and information service providers in violation of this Agreement, so that Brandenburg cannot reasonably determine 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 provide Insight thirty (30) days prior written notice of such breach of this Agreement and that it will charge INSIGHT originating intrastate exchange access service charges for such applicable originating usage pursuant to the access charge terms, conditions, and rates that Brandenburg applies to intraLATA toll providers as per its switched access tariff. Insight may, within thirty (30) days of its receipt of such notice from Brandenburg, remedy any such breach or provide Brandenburg notice of its bona fide dispute of Brandenburg's determination and its intention to bill such originating access charges and include in such notice the specific details and reasons for such dispute. Any such dispute between the Parties may then proceed under the dispute resolution provisions of Section 11.8. If Brandenburg in good faith determines that INSIGHT has deployed or permitted the use of NPA-

NXX codes in violation of this Agreement, so that Brandenburg cannot reasonably determine whether the traffic delivered to Brandenburg by INSIGHT is EAS Traffic, Brandenburg will provide Insight thirty (30) days prior written notice of such breach of this Agreement and that it will charge terminating intrastate network access charges to INSIGHT pursuant to its switched access tariff. Insight may, within thirty (30) days of its receipt of such notice from Brandenburg, remedy any such breach or provide Brandenburg notice of its bona fide dispute of Brandenburg's determination and its intention to bill such terminating access charges and include in such notice the specific details and reasons for such dispute. Any such dispute between the Parties may then proceed under the dispute resolution provisions of Section 11.8.

### **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 Traffic, including 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 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** INSIGHT is a Delaware corporation, 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  
          Attn: Allison Willoughby  
          Assistant General Manager  
          P.O. Box 599  
          Brandenburg, KY 40108

To:     Insight Phone of Kentucky, LLC  
          Attn: Gregory Cameron  
          810 Seventh Avenue, Flr 41  
          New York, NY 10019  
          Cameron.G@Insightcom.com

With a copy to:



Insight Phone of Kentucky, LLC  
Attn: Nicole Crauwels  
10200 Linn Station Rd., Ste, 100  
Louisville, KY 40223  
Crauwels.N@Insightcom.com

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 maintains that it 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 7<sup>th</sup> day of December, 2009.

Brandenburg Telephone Company, Inc.

By Allison Willoughby

Printed Allison Willoughby

Title Assistant General Mgr.

Date: 12/7/09

Insight Phone of Kentucky, LLC

By Gregory Cameron

Printed Gregory Cameron

Title VP Telecom Legal Affairs

Date: 11/23/09

## 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 Insight Phone of Kentucky, LLC ("Insight") as follows:

#### I. Local Service Areas:

1. The Battletown Local Service Exchange Area is the geographic area covering the Battletown exchange as operated by Brandenburg on January 1, 2003 ("Battletown") with a V&H of V=06607 and H=02834.
2. The Brandenburg Local Service Exchange Area is the geographic area covering the Brandenburg exchange as operated by Brandenburg on January 1, 2003 ("Brandenburg Exchange") with a V&H of V=06610 and H= 02808.
3. The Irvington Local Service Exchange Area is the geographic area covering the Irvington exchange as operated by Brandenburg on January 1, 2003 ("Irvington") with a V&H of V=06641 and H=02813.
4. The North Garrett Local Service Exchange Area is the geographic area covering the North Garrett exchange as operated by Brandenburg on January 1, 2003 ("North Garrett") with a V&H of V=06623 and H=02791.
5. The Paynesville Local Service Exchange Area is the geographic area covering the Paynesville exchange as operated by Brandenburg on January 1, 2003 ("Paynesville") with a V&H of V=06627 and H=02832.
6. The Radcliff Local Service Exchange Area is the geographic area covering the North Radcliff exchange as operated by Brandenburg on January 1, 2003 ("Radcliff") with a V&H of V=06621 and H=02757.
7. The Vine Grove Local Service Exchange Area is the geographic area covering the Vine Grove exchange as operated by Brandenburg on January 1, 2003 ("Vine Grove") with a V&H of V=06629 and H=02759.
8. The Rose Terrace Local Service Exchange Area is the geographic area covering the Rose Terrace exchange as operated by BellSouth Communications, Inc. on January 1, 2003 ("Rose Terrace") with a V&H of V=06613 and H=02769.

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

1. Battletown-Rose Terrace EAS traffic includes calls that originate in Battletown (from Brandenburg NPA-NXX of 270-497) and terminate in Rose Terrace (to NPA-NXX of 502-) and calls that originate in Rose Terrace (from NPA-NXX of 502-) and terminate in Battletown (to Brandenburg NPA-NXX of 270-497).
2. Brandenburg-Rose Terrace EAS traffic includes calls that originate in Brandenburg Exchange (from Brandenburg NPA-NXX of 270-422) and terminate in Rose Terrace (to NPA-NXX of 502-) and calls that originate in Rose Terrace (from NPA-NXX of 502-) and terminate in Brandenburg Exchange (to Brandenburg NPA-NXX of 270-422).
3. Irvington-Rose Terrace EAS traffic includes calls that originate in Irvington (from Brandenburg NPA-NXX of 270-547,270-668, 270-863) and terminate in Rose Terrace (to NPA-NXX of 502-) and calls that originate in Rose Terrace (from NPA-NXX of 502-) and terminate in Irvington (to Brandenburg NPA-NXX of 270-547,270-668, 270-863).
4. North Garrett-Rose Terrace EAS traffic includes calls that originate in North Garrett (from Brandenburg NPA-NXX of 270-828) and terminate in Rose Terrace (to NPA-NXX of 502-) and calls that originate in Rose Terrace (from NPA-NXX of 502-) and terminate in North Garrett (to Brandenburg NPA-NXX of 270-828).
5. Payneville-Rose Terrace EAS traffic includes calls that originate in Payneville (from Brandenburg NPA-NXX of 270-496) and terminate in Rose Terrace (to NPA-NXX of 502-) and calls that originate in Rose Terrace (from NPA-NXX of 502-) and terminate in Paynesville (to Brandenburg NPA-NXX of 270-496).
6. Radcliff-Rose Terrace EAS traffic includes calls that originate in Radcliff (from Brandenburg NPA-NXX of 270-219,270-351,270-352,270-272) and terminate in Rose Terrace (to NPA-NXX of 502-) and calls that originate in Rose Terrace (from NPA-NXX of ) and terminate in Radcliff (to Brandenburg NPA-NXX of 270-219,270-351,270-352,270-272).
7. Vine Grove-Rose Terrace EAS traffic includes calls that originate in Vine Grove (from Brandenburg NPA-NXX of 270-877) and terminate in Rose Terrace (to NPA-NXX of 502-) and calls that originate in Rose Terrace (from NPA-NXX of 502-) and terminate in Vine Grove (to Brandenburg NPA-NXX of 270-877).


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

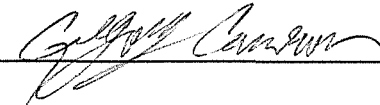
- i. For all EAS Traffic as specified in II.1-II.8 above, the Parties agree to connect 24 two-way trunks (or more) using one (1) (or more) direct DS1 connection(s) at the RDCLKYXADS0 tandem which identifies the Brandenburg Kentucky tandem at 316 Lincoln Trl, Radcliff, KY, 40160 with V & H coordinates of 06621 and 02757.

Approved and executed this 7<sup>th</sup> day of December, 2009.

Brandenburg Telephone Company, Inc.

Insight Phone of Kentucky, LLC

By 

By 

Printed Allison Wilfong

Printed Gregory Cameron

Title Assistant General Mgr.

Title VP Telecom Legal Affairs

Date 12/7/09

Date 11/23/09

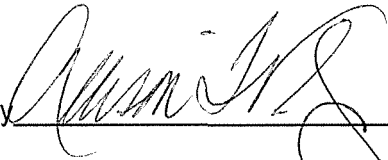
Exhibit 2  
Schedule of Charges for the Exchange of Extended Area Service (EAS) Traffic  
Pursuant to this Agreement.

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 Insight Phone of Kentucky, LLC (Insight) as follows:

RESERVED FOR FUTURE USE

Approved and executed this 7<sup>th</sup> day of December, 2009

Brandenburg Telephone Company, Inc.

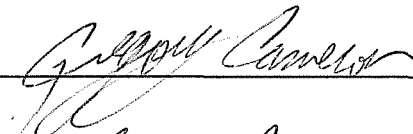
By 

Printed Allison Willoughby

Title Assistant General Mgr.

Date 12/7/09

Insight Phone of Kentucky, LLC

By 

Printed Gregory Cameron

Title VP Telecom Legal Affairs

Date 11/23/09