



Scott Terry
Staff Manager – Negotiations

Windstream Communications
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, AR 72212
t: 501.748.5397
f: 501.748.6583
scott.a.terry@windstream.com

RECEIVED

MAY 10 2012

PUBLIC SERVICE
COMMISSION

--Via Federal Express --

May 9, 2012

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

Re: New Interconnection Agreement between Time Warner Cable Information Services (Kentucky), LLC and Windstream Kentucky West, LLC

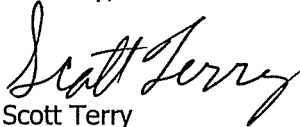
Dear Mr. Derouen,

Please find enclosed one original, one copy, and an electronic version in PDF format of the new Interconnection Agreement between Time Warner Cable Information Services (Kentucky), LLC and Windstream Kentucky West, LLC for filing with the Kentucky Public Service Commission.

If you would please ensure filing with the Kentucky Public Service Commission and provide the PSC date stamped copy of this cover letter back in the enclosed envelope at your convenience.

If you have any questions regarding this filing, please don't hesitate to give me a call at 501-748-5397. Thank you in advance for your assistance.

Sincerely,


Scott Terry

Enclosures

INTERCONNECTION AGREEMENT

BETWEEN

WINDSTREAM KENTUCKY WEST, LLC

&

Time Warner Cable Information Services (Kentucky), LLC

TABLE OF CONTENTS

TIME WARNER CABLE INFORMATION SERVICES (KENTUCKY), LLC1

GENERAL TERMS AND CONDITIONS.....1

1.0 INTRODUCTION 1

2.0 EFFECTIVE DATE..... 1

3.0 INTERVENING LAW 1

4.0 TERM OF AGREEMENT..... 2

5.0 ASSIGNMENT..... 3

6.0 CONFIDENTIAL AND PROPRIETARY INFORMATION 3

7.0 LIABILITY AND INDEMNIFICATION 4

 7.1 *Limitation of Liabilities* 4

 7.2 *No Consequential Damages* 5

 7.3 *Obligation to Indemnify*..... 5

 7.4 *Obligation to Defend; Notice; Cooperation*..... 6

8.0 PAYMENT OF RATES AND LATE PAYMENT CHARGES 6

9.0 DISPUTE RESOLUTION 8

 9.5 *Conflicts*..... 10

10.0 INTENTIONALLY LEFT BLANK..... 10

11.0 NOTICES 10

12.0 TAXES 11

13.0 FORCE MAJEURE 13

14.0 PUBLICITY 13

15.0 NETWORK MAINTENANCE AND MANAGEMENT 13

16.0 LAW ENFORCEMENT AND CIVIL PROCESS 14

 16.1 *Intercept Devices* 14

 16.2 *Subpoenas*..... 14

 16.3 *Law Enforcement Emergencies* 14

17.0 CHANGES IN SUBSCRIBER CARRIER SELECTION 15

18.0 AMENDMENTS OR WAIVERS..... 15

19.0 AUTHORITY..... 16

20.0 BINDING EFFECT 16

21.0 CONSENT..... 16

22.0 EXPENSES..... 16

23.0 HEADINGS 16

24.0 RELATIONSHIP OF PARTIES 16

25.0 CONFLICT OF INTEREST 16

26.0 MULTIPLE COUNTERPARTS 17

27.0 THIRD PARTY BENEFICIARIES 17

28.0 REGULATORY APPROVAL..... 17

29.0 TRADEMARKS AND TRADE NAMES..... 17

30.0 REGULATORY AUTHORITY 17

31.0 VERIFICATION REVIEWS..... 17

32.0 COMPLETE TERMS..... 18

33.0 COOPERATION ON PREVENTING END USER FRAUD 19

34.0 NOTICE OF NETWORK CHANGES 19

35.0 MODIFICATION OF AGREEMENT 19

36.0 RESPONSIBILITY OF EACH PARTY..... 19

37.0 INTENTIONALLY LEFT BLANK..... 20

38.0 GOVERNMENTAL COMPLIANCE 20

39.0 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 20

40.0	<u>SUBCONTRACTING</u>	20
41.0	<u>REFERENCED DOCUMENTS</u>	20
42.0	<u>SEVERABILITY</u>	21
43.0	<u>SURVIVAL OF OBLIGATIONS</u>	21
44.0	<u>GOVERNING LAW</u>	21
45.0	<u>OTHER OBLIGATIONS OF TWCIS (KY)</u>	21
46.0	<u>CUSTOMER INQUIRIES</u>	22
47.0	<u>DISCLAIMER OF WARRANTIES</u>	22
48.0	<u>INTENTIONALLY LEFT BLANK</u>	22
49.0	<u>INTENTIONALLY LEFT BLANK</u>	22
50.0	<u>INTENTIONALLY LEFT BLANK</u>	22
51.0	<u>INTENTIONALLY LEFT BLANK</u>	23
52.0	<u>INTENTIONALLY LEFT BLANK</u>	23
53.0	<u>DEFINITIONS AND ACRONYMS</u>	23
53.1	<i>Definitions</i>	23
53.2	<i>Acronyms</i>	23
54.0	<u>INTENTIONALLY LEFT BLANK</u>	23
55.0	<u>INTENTIONALLY LEFT BLANK</u>	23
56.0	<u>INTENTIONALLY LEFT BLANK</u>	23
57.0	<u>INTENTIONALLY LEFT BLANK</u>	23
58.0	<u>OTHER REQUIREMENTS AND ATTACHMENTS</u>	23
ATTACHMENT 1: INTENTIONALLY LEFT BLANK		26
ATTACHMENT 2: INTENTIONALLY LEFT BLANK		27
ATTACHMENT 3: INTENTIONALLY LEFT BLANK		28
ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE		29
1.0	<u>SCOPE</u>	29
2.0	<u>INTERCONNECTION</u>	29
3.0	<u>SIGNALING REQUIREMENTS</u>	31
4.0	<u>INTERCONNECTION AND TRUNKING REQUIREMENTS</u>	32
5.0	<u>NETWORK MANAGEMENT</u>	33
5.1	<i>Protective Protocols</i>	33
5.2	<i>Expansive Protocols</i>	33
5.3	<i>Mass Calling</i>	33
6.0	<u>FORECASTING/SERVICING RESPONSIBILITIES</u>	33
7.0	<u>TRUNK SERVICING</u>	34
ATTACHMENT 5: INTENTIONALLY LEFT BLANK		35
ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS (UNES)		36
1.0	<u>INTRODUCTION</u>	36
2.0	<u>INTENTIONALLY LEFT BLANK</u>	39
3.0	<u>NETWORK INTERFACE DEVICE (NID)</u>	39
<u>EXHIBIT A: UNE PRICE LIST</u>		43
ATTACHMENT 7: PHYSICAL COLLOCATION		44
1.0	<u>GENERAL PROVISIONS</u>	44
2.0	<u>COLLOCATION INTERVALS</u>	45
2.2	<i>Acknowledgment of Floor Space Availability</i>	45
2.3	<i>Buildout Quote Preparation</i>	45
2.4	<i>Quote Acceptance</i>	45
2.5	<i>Completion of Cage Construction</i>	46

3.0	<u>TERMINATION OF COLLOCATION ARRANGEMENT</u>	46
4.0	<u>COLLOCATION SPACE</u>	47
5.0	<u>ENTRANCE FACILITIES AND DEMARCATION POINT</u>	48
6.0	<u>USE OF COLLOCATION SPACE</u>	48
6.4	<i>TWCIS (KY) Access to TWCIS (KY)'s Collocation Space</i>	49
7.0	<u>STANDARDS</u>	51
8.0	<u>RESPONSIBILITIES OF TWCIS (KY)</u>	51
9.0	<u>ASSIGNMENT</u>	52
10.0	<u>CASUALTY LOSS</u>	52
11.0	<u>LIMITATION OF LIABILITY</u>	53
12.0	<u>SERVICES, UTILITIES, MAINTENANCE AND FACILITIES</u>	53
13.0	<u>COMPLIANCE WITH LAWS</u>	54
14.0	<u>RATES AND CHARGES</u>	54
14.2	<i>Application Fee</i>	54
14.3	<i>Subsequent Application Fee</i>	54
14.4	<i>Buildout Space Preparation Fee</i>	54
14.5	<i>Cable Installation Fee</i>	54
14.6	<i>Cable Support Structure</i>	55
14.7	<i>Floor Space</i>	55
14.8	<i>Power</i>	55
14.9	<i>Security Escort</i>	55
15.0	<u>INSURANCE</u>	55
15.2	<i>Types of Coverage and Limits</i>	55
16.0	<u>WINDSTREAM'S RIGHT OF WAY</u>	57
	EXHIBIT A: COLLOCATION PRICING.....	58
	ATTACHMENT 8: INTENTIONALLY LEFT BLANK	59
	ATTACHMENT 9: INTENTIONALLY LEFT BLANK	60
	ATTACHMENT 10: INTENTIONALLY LEFT BLANK	61
	ATTACHMENT 11: INTENTIONALLY LEFT BLANK	62
	ATTACHMENT 12: COMPENSATION	63
1.0	<u>INTRODUCTION</u>	63
2.0	<u>RESPONSIBILITIES OF THE PARTIES</u>	63
3.0	<u>RECIPROCAL COMPENSATION FOR TERMINATION OF LOCAL TRAFFIC</u>	64
4.0	<u>COMPENSATION FOR TRANSIT TRAFFIC</u>	64
5.0	<u>COMPENSATION FOR TERMINATION OF INTRALATA TRAFFIC, INTERSTATE TRAFFIC</u>	65
6.0	<u>COMPENSATION FOR ORIGATION AND TERMINATION OF SWITCHED ACCESS SERVICE TRAFFIC TO OR FROM AN IXC (MEET-POINT BILLING (MPB) ARRANGEMENTS)</u>	65
8.0	<u>BILLING ARRANGEMENTS FOR COMPENSATION FOR TERMINATION OF INTRALATA, LOCAL TRAFFIC</u>	67
9.0	<u>ALTERNATE BILLED TRAFFIC</u>	68
	ATTACHMENT 13: NUMBERING	69
1.0	<u>NUMBERING</u>	69
2.0	<u>NXX MIGRATION</u>	69
	ATTACHMENT 14: NUMBER PORTABILITY	70
1.0	<u>SERVICE PROVIDER NUMBER PORTABILITY (SPNP)</u>	70
2.0	<u>TERMS, CONDITIONS UNDER WHICH WINDSTREAM WILL PROVIDE SPNP</u>	70
3.0	<u>OBLIGATIONS OF TWCIS (KY)</u>	71
4.0	<u>OBLIGATIONS OF BOTH PARTIES</u>	71
5.0	<u>LIMITATIONS OF SERVICE</u>	71

6.0	<u>SERVICE PROVIDER NUMBER PORTABILITY (SPNP) BONA FIDE REQUEST (BFR) PROCESS</u>	72
	ATTACHMENT 15: INTENTIONALLY LEFT BLANK	73
	ATTACHMENT 16: INTENTIONALLY LEFT BLANK	74
	ATTACHMENT 17: INTENTIONALLY LEFT BLANK	75
	ATTACHMENT 18: PERFORMANCE MEASURES	76
1.0	<u>GENERAL</u>	76
2.0	<u>INTERCONNECTION</u>	76
2.1	<i>Trunk Provisioning Intervals</i>	76
2.2	<i>Trunking Grade of Service</i>	76
2.3	<i>Trunk Service Restoration</i>	77
3.0	<u>MAINTENANCE INTERVALS</u>	77
4.0	<u>LOCAL SERVICE PROVISIONING INTERVALS</u>	77
4.1	<i>Local Service Request (LSR)</i>	77
4.2	<i>Local Service Request Confirmation (LSCN)</i>	78
4.3	<i>Performance Expectation</i>	78
	ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS	79
	ATTACHMENT 20: DEFINITIONS	80
	ATTACHMENT 21: ACRONYMS	83
	APPENDIX A – BILLING DISPUTE FORM	85
	<u>APPENDIX B: PRICE LIST</u>	87

GENERAL TERMS AND CONDITIONS

Time Warner Cable Information Services (Kentucky), LLC (“TWCIS (KY)”) a Delaware limited liability company, having an office at 60 Columbus Circle, New York, NY 10023 and Windstream Kentucky West, LLC (“Windstream”) a Kentucky limited liability company, having an office at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212, hereinafter referred to collectively as the “Parties”.

WHEREAS, pursuant to the Telecommunications Act of 1996 (the “Act”), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties’ Telecommunications Networks within the Commonwealth of Kentucky.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereby agree as follows:

1.0 Introduction

- 1.1 This Agreement, in accordance with §§251 and 252 of the Act, sets forth the terms, conditions and prices under which Windstream may provide (a) services for interconnection, and (b) Ancillary Functions to TWCIS (KY). The specific services, functions, or facilities that Windstream agrees to provide are those specifically identified in appendixes attached to this Agreement, and executed simultaneously with this general terms and conditions. Further this Agreement sets forth the terms, conditions, and prices under which TWCIS (KY) will provide services to Windstream, where applicable.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.3 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f) of the Act, or under state law.
- 1.4 Prior to execution of this Agreement, TWCIS (KY) agrees to provide Windstream in writing TWCIS (KY)’s CLEC certification for the state covered by this Agreement prior to the filing of this Agreement with the appropriate Commission for approval.

2.0 Effective Date

- 2.1 The effective date of this Agreement will be the first business day following receipt of final approval of this Agreement by the relevant state Commission or, where approval by such state Commission is not required, the date that both Parties have executed the Agreement.

3.0 Intervening Law

- 3.1 In the event that any effective legislative, regulatory, judicial or other legal action materially changes any rule, law or judicial or administrative decision that was the basis of the requirement, obligation or right upon which any provision of this Agreement was negotiated, or materially impairs the ability of Windstream or TWCIS (KY) to perform any material terms of this Agreement, TWCIS (KY) or Windstream may, on thirty (30) days’ written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the

event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 9.0.

4.0 Term of Agreement

- 4.1 The Parties agree to the provisions of this Agreement for an initial term of two (2) years from the Effective Date of this Agreement, and thereafter on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.
- 4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial two (2) year term or upon any termination of this Agreement. The Party desiring renegotiation shall provide written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will acknowledge receipt of the written notice and the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to Section 4.6 or has been terminated for any reason not prohibited by law pursuant to Section 4.5.
- 4.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the applicable state Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. Should the Commission decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.
- 4.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue on a month to month basis provided the parties are negotiating a Subsequent Agreement. Upon expiration of this Agreement, Windstream shall continue to offer services to TWCIS (KY) pursuant to the terms, conditions and rates set forth in this Agreement. In the event that this Agreement is continued on a month to month basis, as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 4.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.
- 4.5 After completion of the initial two (2) year term, this Agreement may be terminated by either Party for any reason not prohibited by law upon sixty (60) days written notice to the other Party, unless the other Party requests for this Agreement to be renegotiated. By mutual Agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.6 In the event of Default, as defined in this §4.6, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing (“Default Notice”) of the event of the alleged Default and the defaulting Party does not cure the alleged Default with sixty (60) after receipt of the Default Notice thereof. Default is defined as:
- 4.6.1 Either Party’s insolvency or initiation of bankruptcy or receivership proceedings by or against the Party;
- 4.6.2 A final non-appealable decision under §9.0, Dispute Resolution that a Party has materially breached any of the material terms or conditions hereof, including the failure to make any undisputed payment when due; or
- 4.6.3 A Party has notified the other Party in writing of the other Party’s material breach of any of the material terms hereof, and the default remains uncured for sixty (60) days from receipt of such notice, and neither Party has commenced Formal Dispute Resolution as prescribed in §9.4 of this Agreement by the end of the cure period; provided, however,

that if the alleged material breach involves a material interruption to, or a material degradation of, the E911 services provided under this Agreement, the cure period shall be five (5) days from receipt of such notice.

5.0 Assignment

- 5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably restricted, delayed or withheld. Notwithstanding anything to the contrary, a Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 5.2 Neither Party shall assign this Agreement to any Affiliate or non-affiliated entity unless either (1) the assigning Party pays all undisputed bills, past due and current, under this Agreement, or (2) the assignee expressly assumes liability for payment of such bills.
- 5.3 In the event that TWCIS (KY) makes any corporate name change (whether it involves a merger, consolidation, assignment or transfer, and including addition or deletion of a d/b/a), change in OCN/AOCN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "CLEC Change"), TWCIS (KY) shall submit written notice to Windstream within thirty (30) days of the first action taken to implement such CLEC Change.
- 5.4 In the event of an assignment as described in Section 5.1 above, the Parties shall negotiate an implementation plan to effectuate any changes. In addition, TWCIS (KY) shall compensate Windstream for any service order charges as specified in Windstream's General Subscriber/Local or Access tariffs, associated with such CLEC Change.

6.0 Confidential and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, Customer, End User, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written Agreement of nondisclosure and nonuse comparable to the terms of this Section.

-
- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 6.5 The Parties recognize that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use Customer specific information lawfully obtained from End Users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information (CPNI).
- 6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed

a credit for the actual cost of the services or functions not performed or improperly performed for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the gross negligence or willful, wrongful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party furnishing service.

7.2 No Consequential Damages

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY.

7.3 Obligation to Indemnify

- 7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under his Agreement; and (ii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its End Users (e.g., claims for interruption of service, quality of service or billing disputes) unless such act or omission was caused by the negligence or willful misconduct of the indemnified Party. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 7.3.2 Each Party, as an Indemnifying Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the End User's name, address or telephone number.
- 7.3.3 Each Party makes no warranties, express or implied, concerning the other Party's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with the other Party's interconnection with such Party's network use or receipt of such Party's services.

- 7.3.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

7.4 Obligation to Defend; Notice; Cooperation

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over such defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim including court costs, and any settlement or damages awarded the third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 Payment of Rates and Late Payment Charges

- 8.1 Windstream, at its discretion may require TWCIS (KY) to provide Windstream a security deposit to ensure payment of TWCIS (KY)'s account. The security deposit must be an amount equal to two (2) months anticipated charges (including, but not limited to, recurring, non-recurring, termination charges and advance payments), as reasonably determined by Windstream, for the interconnection, resale services, network elements, collocation or any other functions, facilities, products or services to be furnished by Windstream under this Agreement.
- 8.1.1 Such security deposit shall be a cash deposit or other form of security reasonably acceptable to Windstream. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 8.1.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.

-
- 8.1.3 The fact that a security deposit has been provided in no way relieves TWCIS (KY) from complying with Windstream's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of Windstream providing for the discontinuance of service for non-payment of any sums due Windstream.
- 8.1.4 Windstream reserves the right to increase the security deposit requirements in good faith when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 8.1.5 In the event that TWCIS (KY) is in breach of this Agreement, service to TWCIS (KY) may be terminated by Windstream; any security deposits applied to its account and Windstream may pursue any other remedies available at law or equity.
- 8.1.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate Windstream tariff shall be paid to TWCIS (KY) during the possession of the security deposit by Windstream. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to TWCIS (KY) by the accrual date.
- 8.2 Windstream may, but is not obligated to, draw on the cash deposit, as applicable, upon the occurrence of any one of the following events.
- 8.2.1 TWCIS (KY) owes Windstream undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 8.2.2 TWCIS (KY) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, wind-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors, is subject to a receivership or similar proceeding; or
- 8.2.3 The expiration or termination of this Agreement.
- 8.3 If Windstream draws on the security deposit, upon request by Windstream, TWCIS (KY) will provide a replacement deposit conforming to the requirements of Section 8.1.
- 8.4 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.
- 8.4.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.5 below, will be assessed.
- 8.5 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the non-disputed unpaid balance.
- 8.6 Except as otherwise specifically provided in this Agreement interest on overdue non-disputed invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied

by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.0004930 compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 Dispute Resolution

9.1 Notice of Disputes

Notice of a valid contractual dispute must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the "Dispute Notice"). Billing disputes must be submitted on the Billing Dispute Form contained in Appendix A or the dispute will not be accepted as a valid billing dispute and therefore rejected by the billing Party. The billing dispute form must be completed with all fields populated by the disputing Party or the form will be rejected by the billing Party.

9.1.1 Billing Disputes

The disputing Party must submit billing disputes ("Billing Disputes") to the billing Party on the Billing Dispute Form contained in Appendix A by the due date on the disputed bill. The dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be rejected by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party's bill by the next bill date after dispute is resolved. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in section 9.1.1.1. If escalation of the billing dispute does not occur within the 60 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.

9.1.1.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

9.1.1.1.1 If the dispute is not resolved within thirty (30) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within sixty (60) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

9.1.1.1.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the Dispute Form, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

9.1.1.1.3 Each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section 9.1.1.1.

9.1.1.1.4 If the dispute is not resolved within one hundred twenty (120) days of receipt of the Dispute Form or either Party is not operating in good

faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 9.4, may be invoked.

- 9.1.1.2 If the disputing Party disputes a charge in good faith, the disputing Party shall pay all non-disputed charges by the payment due date. Non-disputed charges not paid by the payment due date shall be subject to late payment charges as set forth in subsection 8.5 above. If the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, by the next billing cycle after the resolution of the dispute. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, by the next billing due date after the resolution of the dispute.
- 9.1.1.3 For purposes of this subsection 9.1.1, a billing dispute shall not include the refusal to pay other amounts owed to a Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 9.1.1.
- 9.1.1.4 Once the billing dispute has been processed in accordance with this subsection 9.1.1, the disputing Party will make payment on any of the disputed amount owed to the billing Party on the next bill cycle, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.
- 9.1.1.5 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

9.1.2 **All Other Disputes**

All other disputes (*i.e.*, contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

9.2 **Alternative to Litigation**

- 9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUC related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in §9.3. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

9.3 **Informal Resolution of Disputes**

In the case of any dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency,

duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon Agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' Agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

9.4 Formal Dispute Resolution

- 9.4.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.
- 9.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms.
- 9.4.3 Each Party shall bear its own costs of these procedures unless the Commonwealth of Kentucky PUC or other presiding arbitrator, if any, rules otherwise.

9.5 Conflicts

- 9.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

10.0 INTENTIONALLY LEFT BLANK

11.0 Notices

- 11.1 Except as otherwise specifically provided in this Agreement, all notice, consents, approvals, modifications, or other communications to be given under this Agreement shall be in writing and sent postage prepaid by registered mail return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt, and should be directed to the following:

If to TWCIS (KY):

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle

New York, NY 10023
Phone Number: (212) 364-8482
Fax: (704) 973-6239
Email: Julie.laine@twcable.com

Copy to:

Maribeth Bailey
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Office: (212) 364-8440

If to Windstream:

Windstream
Attn: Staff Manager – Interconnection Services
4001 Rodney Parham Road
1170 B1F2-1212A
Little Rock, AR 72212

Copy to:

Windstream
Attn: Windstream Legal Department
4001 Rodney Parham Road
1170 B1F3-53A
Little Rock, AR 72212

- 11.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

12.0 Taxes

- 12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.
- 12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, to the extent applicable, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise Agreement. In the event a city attempts to

require both Parties to pay franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such double taxation.

- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the End User in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

To Windstream:

Windstream
Attn: Director State and Local Taxes
4001 Rodney Parham Road
1170 B1F3-70A
Little Rock, AR 72212

Copy to:

Windstream
Attn: Staff Manager - Interconnection Services
4001 Rodney Parham Road
1170 B1F2-1212A
Little Rock, AR 72212

To TWCIS (KY):

Mark Swan
Transaction Tax Counsel
Time Warner Cable
7800 Crescent Executive Drive
Charlotte, NC 28217

Copy to:

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Phone: 212-364-8482
Fax: 704-973-6239
Julie.laine@twcable.com

- 12.8 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

13.0 Force Majeure

- 13.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable 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: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; epidemics, riots, insurrections, earthquakes, tornadoes, hurricanes, nuclear accidents, floods, 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 similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

14.0 Publicity

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15.0 Network Maintenance and Management

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information

required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other End Users.

15.2.1 **24 Hour Network Management Contact:**

For Windstream:

Contact Number: 1-800-800-6609

For TWCIS (KY):

Contact Number: 877-777-2263

- 15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a Customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid requirement, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

16.2 Subpoenas

If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company.

16.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the End User agrees to indemnify and hold the other Party harmless against any and all such claims.

- 16.4 The Parties will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on Customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. The Parties will provide assistance twenty-four (24) hours per day for situations involving immediate threat of life

or at the request of law enforcement officials. The Parties will provide a twenty-four (24) hour contact number to administer this process.

17.0 Changes in Subscriber Carrier Selection

- 17.1 Each Party will abide by applicable state or federal laws and regulations in obtaining End User authorization prior to changing End User's Local Service Provider to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.
- 17.2 Either Party can initiate a challenge to a change in its local exchange service provider. If an End User notifies either Party that the End User requests local exchange service, the Party receiving such request shall be free to immediately provide service to such End User.
- 17.3 When an End User changes or withdraws authorization, each Party will release Customer specific facilities in accordance with the Customers' direction or the End User's authorized agent.
- 17.4 Subject to applicable rules, orders, and decisions, Windstream will provide TWCIS (KY) with access to Customer Proprietary Network Information (CPNI) for Windstream End Users upon TWCIS (KY) affirmation that TWCIS (KY) has obtained a Letter of Agency (LOA). TWCIS (KY) will provide such Letter of Authorization upon request from Windstream.
 - 17.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the information provided on the LOA, provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.
 - 17.4.2 The requesting Party will document End User permission obtained to receive CPNI, whether or not the End User has agreed to change Local Service Providers. If the Parties do not agree that TWCIS (KY) requested CPNI for a specific End User, or that Windstream has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with General Terms & Conditions, Section 9.0, Dispute Resolution.
- 17.5 Windstream will only accept an LOA for a Windstream Customer of record or other authorized individual. TWCIS (KY) may not delegate its obligation to obtain written authorization from Windstream's Customer of record to a third party.

18.0 Amendments or Waivers

- 18.1 Except as otherwise provided in this Agreement, no amendment to this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. Windstream certifies it is a 2% Rural Telephone Company and is entitled to all rights afforded 2% Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC § 251(f). This Agreement does not affect, and Windstream does not waive, any rights including, but not limited to, the rights afforded Windstream under 47 USC § 251(f). Notwithstanding the above, the Parties do not waive any rights, remedies, and/or arguments and enter into this Agreement, and the provisions herein, without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, other public forum, contract negotiation, bona fide request,

or arbitration addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

19.0 Authority

19.1 Each person whose signature appears below represents and warrants that they have the authority to bind the Party on whose behalf they executed this Agreement.

20.0 Binding Effect

20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

21.0 Consent

21.1 Where consent, approval, or mutual Agreement is required of a Party, it will not be unreasonably withheld or delayed.

22.0 Expenses

22.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

23.0 Headings

23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

24.0 Relationship of Parties

24.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party, nor to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25.0 Conflict of Interest

25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

26.0 Multiple Counterparts

26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

27.0 Third Party Beneficiaries

27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

28.0 Regulatory Approval

28.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency so that the benefits of this Agreement may be achieved.

28.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of §252 of the Act. If the state regulatory agency imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, the Parties shall assume joint responsibility in making such filings or notices. All costs associated with the aforementioned filing(s) or notice(s) shall be shared equally by the Parties. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as TWCIS (KY) is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

29.0 Trademarks and Trade Names

29.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not or will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.

29.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

30.1 Each Party will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party will reasonably cooperate with the other Party in obtaining and maintaining any required approvals necessary for fulfilling its obligations under this Agreement.

31.0 Verification Reviews

- 31.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing for the previous twelve (12) months. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.
- 31.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information for a period of no greater than the previous twelve (12) months, as is necessary to determine amounts receivable or payable under this Agreement.
- 31.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began. Interest shall not exceed one and one-half (1 ½%) or the highest interest rate allowable by law for commercial transactions, shall be assessed and shall be computed by compounding daily from the time of the overcharge, not to exceed twelve (12) months from the date the audit began to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in §9.0 of this Agreement.
- 31.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills for the prior twelve (12) months.
- 31.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.
- 31.6 The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.
- 31.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement). The Parties will bear their own reasonable expenses associated with the audit.
- 31.8 Information obtained or received by either Party in conducting the audit described in §31.0 shall be subject to the confidentiality provisions of §6.0 of this Agreement, whether or not marked as confidential.

32.0 Complete Terms

- 32.1 This Agreement 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.

33.0 Cooperation on Preventing End User Fraud

- 33.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.
- 33.2 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

34.0 Notice of Network Changes

- 34.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

35.0 Modification of Agreement

- 35.1 If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of such Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

36.0 Responsibility of Each Party

- 36.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

37.0 INTENTIONALLY LEFT BLANK

38.0 Governmental Compliance

38.1 Each Party will comply at its own expense with all applicable law that relates to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to Work Locations. The Parties agree to indemnify, defend, (at the other Party's request) and save harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination.

39.0 Responsibility for Environmental Contamination

39.1 TWCIS (KY) will in no event be liable to Windstream for any costs whatsoever resulting from the presence or release of any Environmental Hazard that TWCIS (KY) did not introduce to the affected work location. Windstream will indemnify, defend (at TWCIS (KY)'s request) and hold harmless TWCIS (KY), each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that Windstream, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which Windstream is responsible under applicable law.

39.2 Windstream will in no event be liable to TWCIS (KY) for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Windstream did not introduce to the affected work location. TWCIS (KY) will indemnify, defend (at Windstream's request) and hold harmless Windstream, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that TWCIS (KY), its contractors or agents introduce to the Work Locations or ii) the presence or release of any Environmental Hazard for which TWCIS (KY) is responsible under applicable law.

40.0 Subcontracting

40.1 If a Party through a subcontractor performs any obligation under this Agreement, such Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

41.0 Referenced Documents

41.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, Windstream

handbooks and manuals, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the Effective Date of this Agreement and the Parties are not in Agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

42.0 Severability

42.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under §9.0, Dispute Resolution.

43.0 Survival of Obligations

43.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

44.0 Governing Law

44.1 This Agreement shall be governed by and construed in accordance with federal law, the Act, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commonwealth of Kentucky, without regard to its conflicts of laws principles, shall govern. The Parties submit to personal jurisdiction in the Commonwealth of Kentucky.

45.0 Other Obligations of TWCIS (KY)

45.1 To establish service and provide efficient and consolidated billing to TWCIS (KY), TWCIS (KY) is required to provide a CLEC Profile, which includes its authorized and nationally recognized Operating Company Number ("OCN"), to establish TWCIS (KY)'s billing account. TWCIS (KY) will be provided with a billing account number ("BAN") for each CLEC Profile submitted. If TWCIS (KY) currently does not have a billing account number ("BAN"), TWCIS (KY) will pay Windstream \$380.00 for the establishment of each billing account number ("BAN").

- 45.2 TWCIS (KY) shall use Windstream's electronic operations support system access platform (Windstream Express) to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning, maintenance, and repair transactions. If Windstream has not deployed an electronic capability, TWCIS (KY) shall use such other processes as Windstream has made available for performing such transaction (including, but not limited, to submission of orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission). If TWCIS (KY) chooses to submit orders manually, when Windstream's electronic operations support system access platform (Windstream Express) is available, TWCIS (KY) will pay a manual order charge as reflected in the applicable Windstream tariff.
- 45.3 TWCIS (KY) represents and covenants that it will only use Windstream Express pursuant to this Agreement for services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates and will not allow any third party to access Windstream Express on its behalf as previously referenced in §17.5 of this Agreement.
- 45.4 A service order processing charge (Service Order Charge), listed in Appendix B, will be applied to each service order issued to Windstream to process a local number portability request.

46.0 Customer Inquiries

- 46.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 46.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in §46.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

47.0 Disclaimer of Warranties

- 47.1 **EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.**

48.0 INTENTIONALLY LEFT BLANK

49.0 INTENTIONALLY LEFT BLANK

50.0 INTENTIONALLY LEFT BLANK

51.0 INTENTIONALLY LEFT BLANK

52.0 INTENTIONALLY LEFT BLANK

53.0 Definitions and Acronyms

53.1 Definitions

For purposes of this Agreement, certain terms have been defined in Attachment 20: Definitions and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

53.2 Acronyms

Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. For convenience of reference only, Attachment 21: Acronyms provides a list of acronyms used throughout this Agreement.

54.0 INTENTIONALLY LEFT BLANK

55.0 INTENTIONALLY LEFT BLANK

56.0 INTENTIONALLY LEFT BLANK

57.0 INTENTIONALLY LEFT BLANK

58.0 Other Requirements and Attachments

58.1 This Agreement incorporates a number of listed Attachments, which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties.

58.1.1 Each Party agrees that if at anytime a discrepancy arises between the General Terms and Conditions and one of the Attachments, the Attachments will control.

58.1.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that

services or activities are to occur under the Attachment, but will not affect the term length of other attachments.

Attachment 4: Network Interconnection Architecture

Attachment 12: Compensation

Attachment 13: Numbering

Attachment 14: Number Portability

Attachment 18: Performance Measures

Attachment 19: Bona fide Request (BFR) Process

Attachment 20: Definitions

Attachment 21: Acronyms

Appendix A: Billing Dispute Form

Appendix B: Price List

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION,
WHICH MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 30th day of April, 2012.

Time Warner Cable Information System (KY), LLC

Windstream Kentucky West, LLC

David Flessas
Print Name

Cesar Caballero
Print Name

 4/30/12
Sign Name: Date

 5/7/12
Sign Name: Date

SVP – Network, Operations & Planning
Position/Title

VP – Regulatory Strategy
Position/Title

ATTACHMENT 1: INTENTIONALLY LEFT BLANK

ATTACHMENT 2: INTENTIONALLY LEFT BLANK

ATTACHMENT 3: INTENTIONALLY LEFT BLANK

ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE

1.0 Scope

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. Network Interconnection will be provided by the Parties at any technically feasible point within Windstream's interconnected network within a LATA. It is TWCIS (KY)'s responsibility to establish interconnection, pursuant to this Attachment, within Windstream's interconnected network within each LATA. In each Windstream Exchange Area where the Parties interconnect their networks, the Parties will utilize the interconnection method as specified below unless otherwise mutually agreed to in writing by the Parties. Traffic originated by a third party, not subject to this Agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party's End User, is not originating on that Party's network and may not be routed through these direct interconnection facilities.
- 1.2 Each Party is responsible for the cost, appropriate sizing, operation, and maintenance of the facilities on its side of each IP. Each IP must be located within Windstream's serving territory in the LATA in which traffic is originating. An IP determines the point up to which the originating Party shall be responsible for providing at its own expense, the call transport with respect to its Local Traffic and IntraLATA Traffic.
- 1.3 An Interconnection Point ("IP"), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement. Street address and/or Vertical and Horizontal (V & H) Coordinates will be provided to identify each IP.

2.0 Interconnection

- 2.1 Direct interconnection facilities provide for network interconnection between the Parties at a technically feasible point on Windstream's interconnected network within a LATA as described in Section 2.1.1. Traffic originated by a third party, not subject to this Agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party's End User, is not originating on that Party's network and may not be routed through direct interconnection facilities. Direct interconnection shall be accomplished by, including but not limited to, one or more of the following methods: 1) lease arrangements, and 2) jointly provisioned facilities arrangements (including but not limited to SONET Ring or Midspan Fiber Meet), and 3) collocation arrangements.
 - 2.1.1 Jointly provisioned service arrangements provide for direct interconnection of the Parties networks at a point other than the Windstream and TWCIS (KY) end office or wire center and involve each Party's partial provisioning of network facilities to interconnect the Parties networks (e.g., midspan fiber meet or SONET Ring). Should the Parties interconnect via jointly provisioned facilities, the Parties will mutually agree to an IP, provided, however, that the IP will be within Windstream's exchange boundary where direct interconnection is requested. Each Party is individually responsible for its costs incurred in establishing this arrangement.
 - 2.1.1.1 SONET Ring – the Parties each agree to provide where available, in a physical diverse route, fiber transmission facilities to the other's designated IP. Each Party will be responsible for providing compatible optical terminating equipment on its side of their respective IPs for the purpose of constructing a diverse SONET Ring interconnection arrangement. All optical equipment used

must conform to applicable industry standards and be compatible with the other Party's equipment.

- 2.1.1.2 Midspan Fiber Meet – the Parties each agree to provide fiber transmission facilities to a common meet point or IP at a location midway between their respective network nodes. Each Party will be responsible for providing compatible optical terminating equipment with the other Party's optical terminating equipment on its side of their respective IP(s).
 - 2.1.2 Collocation interconnection provides for direct interconnection of the Parties' networks through network interfaces established at TWCIS (KY)'s collocation within Windstream's end office or wire center. TWCIS (KY) must have a collocation arrangement established pursuant to this Agreement to utilize this form of direct interconnection. If TWCIS (KY) establishes collocation at an end office or wire center, the IP will be at the collocation facility
 - 2.1.3 Lease arrangements will be governed by the applicable Windstream interstate, intrastate or local, special access or private line tariffs under which TWCIS (KY) orders service.
 - 2.1.4 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the IP, however, should Windstream be required to modify its network to accommodate the interconnection request made by TWCIS (KY), TWCIS (KY) agrees to pay Windstream reasonable charges for such modifications. If TWCIS (KY) uses a third party network Carrier to reach the IP, TWCIS (KY) will bear all third party Carrier charges for facilities and traffic
- 2.2 The Parties shall utilize direct end office facilities under any one of the following conditions:
- 2.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office facility plan that will alleviate the tandem capacity shortage and ensure completion of traffic between TWCIS (KY) and Windstream.
 - 2.2.2 Traffic Volume – Where traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then TWCIS (KY) shall install and retain direct end office facilities sufficient to handle such traffic volumes. TWCIS (KY) will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month.
 - 2.2.3 Mutual Agreement - The Parties may install direct end office facilities upon mutual agreement in the absence of conditions (2.2.1) or (2.2.2) above.
- 2.3 Transit Traffic. When Windstream is the tandem provider identified in the LERG, Windstream will transit traffic originated on TWCIS (KY)'s network and deliver the transit traffic to the terminating third party network. Windstream will charge TWCIS (KY) the rate set forth in Attachment B: Price List.
- 2.4 Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.
- 2.5 Indirect interconnection provides for network interconnection between the Parties through a third party tandem provider performing a transit function.

3.0 Signaling Requirements

- 3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.
- 3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.
- 3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:
 - GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7 ("SS7")
 - GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part
 - GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part
 - GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-§6.5
 - GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part ("MTP") and Integrated Digital Services Network User Part ("ISDNUP")
- 3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its End Users. All CCS signaling parameters will be provided including, without limitation, Calling Party Number (CPN), Originating Line Information ("OLI"), calling party category and charge number.
- 3.5 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,
 - 3.6.1 disaster recovery provisions and escalations;
 - 3.6.2 direct/high usage trunk engineering guidelines; and
 - 3.6.3 such other matters as the Parties may agree.

- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

4.0 Interconnection and Trunking Requirements

4.1 Local Traffic, ISP Bound Traffic, IntraLATA Traffic, InterLATA Traffic, Transit Traffic or Toll VOIP Traffic

- 4.1.1 The Parties shall reciprocally terminate Local Traffic, ISP Bound Traffic, IntraLATA Traffic, InterLATA Traffic, Transit Traffic or Toll VOIP Traffic originating on each other's networks as follows:

4.1.1.1 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, ISP Bound Traffic, IntraLATA Traffic, InterLATA Traffic, Transit Traffic or Toll VOIP Traffic. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes on a quarterly basis. If a Necessary Factor is not provided, the one already in effect stays in effect. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. Pending such verification review, the PLU in effect immediately prior to the verification review shall remain in effect. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic, ISP Bound Traffic, IntraLATA Traffic, InterLATA Traffic, Transit Traffic or Toll VOIP Traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic, ISP Bound Traffic, IntraLATA Traffic, InterLATA Traffic, Transit Traffic or Toll VOIP Traffic.

4.1.1.2 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

- 4.1.2 Neither Party shall utilize the interconnection facilities for delivery of any other type of traffic to the other Party.

4.2 Trunking and Facilities

4.2.1 Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service.

4.2.2 Where Windstream is a 911 provider, separate trunks connecting TWCIS (KY)'s switch to Windstream's E911 routers will be established by TWCIS (KY). If TWCIS (KY) purchases such services from Windstream, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from TWCIS (KY), it is the responsibility of

TWCIS (KY) and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from TWCIS (KY) will be processed.

4.2.3 TWCIS (KY) will not route traffic to Windstream's local end office switches to act as a tandem on TWCIS (KY)'s behalf nor will Windstream route traffic to TWCIS (KY)'s local end office switches to act as a tandem on Windstream's behalf.

4.2.4 This Agreement is applicable only to Windstream's serving areas. Windstream will not be responsible for interconnections or contracts relating to any of TWCIS (KY)'s interconnection with any other Carrier.

5.0 Network Management

5.1 Protective Protocols

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

5.2 Expansive Protocols

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

5.3 Mass Calling

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

6.0 Forecasting/Serviceing Responsibilities

6.1 Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.

6.2 Windstream shall be responsible for forecasting and servicing the trunk groups terminating to TWCIS (KY). TWCIS (KY) shall be responsible for forecasting and servicing the trunk groups terminating to Windstream End Users. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

6.3 The Parties shall both be responsible for efficient planning and utilization of the network and employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to direct interconnection in accordance with §3.5 of this Appendix preceding.

- 6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.0 Trunk Servicing

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering.
- 7.2 The Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the IP.
- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their own personnel, and others as applicable; to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 7.7 Each Party will trouble-shoot to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 7.8 The Parties will advise each other's Control Office if there is an equipment failure, which may affect the interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.
- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between an TWCIS (KY) end office and Windstream access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Windstream will engineer all interconnection trunks between the Parties to a 6 db of digital pad configuration.

ATTACHMENT 5: INTENTIONALLY LEFT BLANK

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS (UNEs)**1.0 Introduction**

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements, subject to facility availability and technical feasibility, that Windstream agrees to offer to TWCIS (KY) in accordance with its obligations under Section 251(c)(3) of the Act. The rates for each Network Element set forth in this Attachment.
 - 1.1.1 UNEs shall only be obtained for the provision of Telecommunications Services, which do not include telecommunications utilized by TWCIS (KY) for its own administrative use.
 - 1.1.2 TWCIS (KY) may not access UNEs for the exclusive provision of Mobile Wireless Services or Interexchange Services.
 - 1.1.3 TWCIS (KY) will request Unbundled Network Elements on the Local Service Request (LSR).
 - 1.1.4 TWCIS (KY) is responsible for paying all monthly recurring charges, non-recurring charges, miscellaneous charges and service order charges pursuant to this Unbundled Network Elements attachment and Agreement.
 - 1.1.5 If it is determined by TWCIS (KY) or Windstream that TWCIS (KY)'s access to or use of UNEs is inconsistent with Existing Rules, except due to change of law, TWCIS (KY) has thirty (30) Days to convert such UNEs to alternate service arrangements and TWCIS (KY) is subject to back billing for the difference between rates for the UNEs and rates for the Windstream alternate service arrangements. TWCIS (KY) is also responsible for all non-recurring charges associated with such conversions.
- 1.2 Windstream's sole obligation is to provide and maintain Unbundled Network Elements in accordance with such specifications herein. Windstream DOES NOT WARRANT THAT UNBUNDLED NETWORK ELEMENTS ARE COMPATIBLE WITH ANY SPECIFIC FACILITIES OR EQUIPMENT OR CAN BE USED FOR ANY PARTICULAR PURPOSE OR SERVICE. Windstream, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Network Elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.
- 1.3 Unbundled Network Elements may not be used to provide any service that would degrade or otherwise adversely affect Windstream's network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. Windstream will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if TWCIS (KY) requires a specific type of Unbundled Local Loop to meet the technical requirements of a proposed service, Windstream will consider the request on a case-by-case basis.
- 1.4 It is TWCIS (KY)'s responsibility to provision and provide E911 Services to its End Users that are provisioned utilizing Windstream's Unbundled Network Elements.
- 1.5 Unbundled Network Elements are only available to TWCIS (KY) for use in its provisioning of local exchange service to its End Users.
- 1.6 Access to the facility or functionality of a network element will be provided separately from access to other elements, and for a separate charge.

-
- 1.7 Windstream retains duty to maintain, repair, or replace the element.
 - 1.8 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
 - 1.9 Network elements provided to TWCIS (KY) under the provisions of this Attachment will remain the property of Windstream.
 - 1.10 Installation intervals for Unbundled Network Elements are contained on Windstream's website.
 - 1.11 Maintenance and repair is described herein. The repair center contact telephone numbers are provided on Windstream's web site.
 - 1.12 In order to maintain and modernize the network properly, Windstream may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by TWCIS (KY). Windstream shall provide advance notice of changes that affect network Interoperability pursuant to applicable FCC rules. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in C.F.R. Parts 51 and 52. Windstream provides such disclosures on an Internet web site.
 - 1.13 Recurring and nonrecurring charges apply for Unbundled Network Elements, as provided under Exhibit A.
 - 1.14 Miscellaneous Charges apply for miscellaneous services listed below in this Section, if such miscellaneous services are available with Unbundled Network Elements. Miscellaneous services are provided at TWCIS (KY)'s request or are provided based on TWCIS (KY)'s actions that result in miscellaneous services being provided by Windstream. Miscellaneous Charges are in addition to recurring and nonrecurring charges that apply under this Agreement. When more than one miscellaneous service is requested for the same Unbundled Network Element(s), Miscellaneous Charges for each miscellaneous service apply. Basic rates apply for miscellaneous services provided during Windstream's regular business hours, 8 a.m. to 5 p.m., local time, Monday through Friday, excluding holidays; overtime Miscellaneous Charges apply for such services provided between 5 p.m. and 8 a.m., local time, Monday through Friday, or any time Saturday, excluding holidays; and premium Miscellaneous Charges apply for such services provided any time on Sundays or holidays.
 - a) Additional engineering – engineering work including: 1) additional technical information after Windstream has already provided the technical information normally on the design layout record; 2) customized service; or 3) review of Windstream outside plant records. Basic or overtime rates apply.
 - b) Additional labor – installation – installation work scheduled to be performed outside of Windstream's regular business hours. Overtime or premium rates apply.
 - c) Additional labor - other - work not included in "additional labor – installation" above that involves labor only, including testing and maintenance that are not part of initially requested installation or maintenance, or, for example, for Optional Testing when TWCIS (KY) reports trouble and provides no test results and authorizes Windstream to perform tests on TWCIS (KY)'s behalf. Basic, overtime, or premium rates apply.
 - d) Additional cooperative acceptance testing – performing specific tests requested by TWCIS (KY). Windstream's participation in such testing is subject to the availability of necessary qualified Windstream personnel and test equipment at test locations, which normally include the Windstream Central Office and may include TWCIS (KY)'s specified location. Tests

- include, but are not limited to, loop back, attenuation, intermodulation, phase jitter, noise, delay, echo, and frequency shift tests. Basic, overtime, or premium rates apply.
- e) Non-scheduled testing - performing specific tests requested by TWCIS (KY) as described above under "cooperative testing" or "manual testing" on a non-scheduled basis. Tests include, but are not limited to, loss, noise, slope, delay, and echo. Such tests are performed as the result of a repair request and are in addition to tests required to isolate and repair trouble. Basic, overtime, or premium rates apply.
 - f) Cancellation – cancellation of a pending order for the installation of services at any time prior to notification by Windstream that service is available for use. The cancellation date is the date Windstream receives notice from TWCIS (KY) that the order is cancelled. If TWCIS (KY) or TWCIS (KY)'s End User Customer is unable to accept service within thirty (30) Days after the original Due Date, the order will be cancelled by Windstream. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change. Additional information concerning the application of prices for cancellations can be found in Windstream's Tariff FCC No. 3.
 - g) Design change – information provided by TWCIS (KY) or a request from TWCIS (KY) that results in an engineering review and/or a design change to service on a pending service order, per order, per occurrence. Design changes include, but are not limited to: 1) changes to the address on a pending service order when the new address is in the same Windstream Wire Center as the original address; or 2) conversions from an Unbundled Network Element to a private line/Special Access circuit. In addition to a design change Miscellaneous Charge, an address change may result in the application of an expedite Miscellaneous Charge in order to retain the original Due Date. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.
 - h) Dispatch – 1) information provided by TWCIS (KY), or a request from TWCIS (KY), in relation to installation of services, resulting in dispatch of a Windstream technician(s) when dispatch is not required for Windstream to complete its installation work; 2) information provided by TWCIS (KY) resulting in dispatch, or a request from TWCIS (KY) for dispatch, of a Windstream technician(s) in relation to a repair request where no trouble is found in Windstream's facilities; and 3) a Windstream technician(s) is dispatched and TWCIS (KY) or TWCIS (KY)'s End User Customer is not available or ready. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.
 - i) Expedite – a Due Date that reflects a shorter service interval than is available in Windstream's Service Interval Guide; or that is a request for an earlier Due Date than has been established on a pending order; or that is required to meet a Due Date on a pending order due to design or other changes submitted by TWCIS (KY). Windstream will accommodate TWCIS (KY)'s request for an expedited installation if it can do so without delaying Due Dates or orders of other CLECs or End User Customers. Charges for expedited installations are in addition to nonrecurring charges for the service ordered. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.
 - j) Maintenance of Service/Trouble Isolation – work performed by Windstream when TWCIS (KY) reports trouble to Windstream and no trouble is found in Windstream's facilities. TWCIS (KY) is responsible for payment of charges when the trouble is in equipment or systems provided by a party(ies) other than Windstream. Additionally, when TWCIS (KY) reports trouble within a quantity of services and circuits, but fails to identify the specific service and circuit experiencing trouble, charges apply for the time spent by Windstream to isolate the trouble. A call-out of Windstream technician at a time not consecutive with that technician's scheduled work period is subject to a minimum charge of four (4) hours. Failure of Windstream personnel to find trouble in Windstream facilities will result in no charge if the trouble is subsequently found in those facilities. Charges apply per Windstream technician, from the time of dispatch until the work is complete. Trouble Isolation Charges

(TIC) apply for trouble isolation work on POTS and Maintenance of Service charges apply for trouble isolation work on other services. Dispatch Miscellaneous Charges may apply in addition to Maintenance of Service charges or TIC. Basic, overtime, or premium rates apply. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.

1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Windstream's website or Individual Case Basis (ICB) Due Dates.

1.15.1 TWCIS (KY) will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR).

2.0 Intentionally Left Blank

3.0 Network Interface Device (NID)

3.1 The Windstream NID is defined as any means of Interconnection of Customer on-premises wiring and Windstream's distribution plant, such as a cross connect device used for that purpose. Specifically, the NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at a premises. If TWCIS (KY) seeks to access a NID, it may do so only pursuant to Section 3. If TWCIS (KY) seeks to access a NID, it may only do so pursuant to this Section 3. Windstream shall permit TWCIS (KY) to connect its own Loop facilities to on-premises wiring through Windstream's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the End User Customer's premises wiring, including access to the Cross Connection field, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the End User Customer's premises wiring, it may not represent the Demarcation Point where Windstream ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the End User Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. The NID is offered in three (3) varieties:

3.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User Customer's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

3.1.2 Smart NID – To the extent Windstream has deployed "smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Windstream or any other provider, Windstream shall provide unbundled access to such devices. Windstream shall also continue to allow TWCIS (KY), at its option, to use all features and functionality of the Windstream NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not TWCIS (KY) terminates its own distribution facility on the NID.

3.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

3.2 Terms and Conditions

- 3.2.1 TWCIS (KY) may use the existing Windstream NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If TWCIS (KY) installs its own NID, TWCIS (KY) may connect its NID to the Windstream NID by placing a cross connect between the two. When Provisioning a NID-to-NID connection, TWCIS (KY) will isolate the Windstream facility in the NID by unplugging the modular unit. If TWCIS (KY) requires that a non-modular unit be replaced with a modular NID, Windstream will perform the replacement for the charge described in Section 3.3.1. If TWCIS (KY) is a facilities-based provider up to and including its NID, the Windstream facility currently in place, including the NID, will remain in place.
- 3.2.1.1 Windstream shall allow TWCIS (KY) to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Windstream, without restriction. Where Windstream does not own or control the on-premises inside wiring, TWCIS (KY) and the landowner shall determine procedures for such access.
- 3.2.1.2 Windstream shall allow TWCIS (KY) to use all features and functionality of the Windstream NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.
- 3.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire re-termination is required to meet service requirements of either Parties' End User Customer, either Party may remove the inside wire from the NID and connect that wire to that Party's own NID. Future installation of Windstream NIDs will be such that it will not unnecessarily impede access to the End User Customer's wiring.
- 3.2.1.4 TWCIS (KY) may enter the subscriber access chamber or End User Customer side of a dual chamber NID enclosure for the purpose of NID-to-NID connections.
- 3.2.1.5 Upon TWCIS (KY) request, Windstream will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per Section 3.3.4. No such charge shall be applicable if Windstream initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without an End User Customer's perceivable disruption in service. Windstream will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if TWCIS (KY) has properly labeled its cross connect wires.
- 3.2.2 Windstream will retain sole ownership of the Windstream NID and its contents on Windstream's side. Windstream is not required to proactively conduct NID change-outs, on a wide scale basis. At TWCIS (KY)'s request, Windstream will change the NID on an individual request basis by TWCIS (KY) and charges will be assessed per Section 3.3.5 except where Section 3.5.1 applies. Windstream is not required to inventory NID locations on behalf of TWCIS (KY).
- 3.2.3 When TWCIS (KY) accesses a Windstream NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist

when it physically connects its NID (or equivalent) to the Windstream NID and makes Cross Connections necessary to provide service. At MTE NIDs, TWCIS (KY) shall clearly label the cross connect wires it uses to provide service. Windstream shall label its terminals when a technician is dispatched.

- 3.2.4 All services fed through a protector field in a Windstream NID located inside a building will interface on an industry standard termination block and then extend, via a Cross Connection to the End User Customer's in-premises wiring. All services fed through a protector field in a Windstream NID that is attached to a building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the End User Customer's on-premises wiring.
- 3.2.5 If so requested by TWCIS (KY), Windstream shall allow TWCIS (KY) to connect its Loops directly to the protector field at Windstream NIDs that have unused protectors and are not used by Windstream or any other Telecommunications Carrier to provide service to the premises. If TWCIS (KY) accesses the Windstream protector field, it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, TWCIS (KY) shall only access a Windstream NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Windstream NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

3.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for access or modifications to an existing NID, and Exhibit A also provides Miscellaneous Charges.

- 3.3.1 If TWCIS (KY) requests the current simple NID be replaced with a different simple NID, pursuant to Section 3.2.1, additional labor – other Miscellaneous Charges will be assessed with TWCIS (KY) paying only for the portion of the change-out that is specific to and for the functionality that supports TWCIS (KY) requirements.
- 3.3.2 Recurring rates apply for unbundled access to the protector field in a Windstream NID, pursuant to Section 3.2.5.
- 3.3.3 When TWCIS (KY) requests that Windstream perform the work to connect its NID to the Windstream NID, the costs associated with Windstream performing such work will be charged to TWCIS (KY) as additional labor – other Miscellaneous Charges.
- 3.3.4 When Windstream makes rearrangements to the inside wire terminations or terminal enclosure pursuant to Section 3.2.1.5, charges will be assessed as additional labor – other Miscellaneous Charges.
- 3.3.5 TWCIS (KY) will be charged for any change-out Windstream performs pursuant to Section 3.2.2. TWCIS (KY) will be billed only for the portion of the change-out that is specific to TWCIS (KY)'s request for modified/additional capacity. Charges will be assessed as additional labor – other Miscellaneous Charges.

3.4 Ordering Process

- 3.4.1 TWCIS (KY) may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 3. If the terminal is a NID and TWCIS (KY)

wishes to access the End User Customer field of the NID, no additional verification is needed by Windstream. TWCIS (KY) shall tag its jumper wire.

3.4.1.1 When TWCIS (KY) seeks to connect to a cross connect field other than to the End User Customer field of the NID, TWCIS (KY) shall submit a LSR for connection to the NID. Windstream shall notify TWCIS (KY), within ten (10) business days, if the connection is not Technically Feasible. In such cases, Windstream shall inform TWCIS (KY) of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Windstream would support. TWCIS (KY) shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the Dispute Resolution provisions of this Agreement. No additional verification is needed by Windstream and TWCIS (KY) shall tag its jumper wire.

3.4.2 Subject to the terms of Section 3.4.1, TWCIS (KY) may perform a NID-to-NID connection, according to Section 3.1.3, and access the End User Customer field of the NID by submitting a LSR. TWCIS (KY) may access the protector field of the NID by submitting a LSR.

3.5 Maintenance and Repair

3.5.1 If Windstream is dispatched to an End User Customer's location on a maintenance issue and finds the NID, facilities and lines have been removed from the protector field or damaged by TWCIS (KY), TWCIS (KY) will be responsible for all costs associated with returning the NID, facilities and lines back to their original state. This work is billed to TWCIS (KY) as additional labor – other Miscellaneous Charges.

Exhibit A: UNE Price List

	Monthly Recurring	Nonrecurring Charges	
		Initial	Additional
<u>Network Interface Device (NID)</u>			
NID – 2 Lines	\$1.02	\$12.88	\$12.88
NID – 6 Lines	\$1.61	\$12.88	\$12.88
<u>Service Order Charges</u>			
New		\$22.39	\$22.39
Change		\$9.00	\$9.00
Disconnect		\$12.26	\$12.26
Expedite Charge		\$21.76	\$21.76
Manual Service Order Charges (*In addition to the applicable service order charge.)		\$8.07*	\$8.07*
<u>Time and Material Charges</u>			
Basic Time per half (1/2) hour		\$45.00	\$45.00
Overtime per half (1/2) hour		\$62.50	\$62.50
Premium Time per half (1/2) hour		\$85.00	\$85.00
<u>Coordinated Cut-Over Charge</u>			
Basic Time per half (1/2) hour		\$45.00	\$45.00
Overtime per half (1/2) hour		\$62.50	\$62.50
Premium Time per half (1/2) hour		\$85.00	\$85.00

ATTACHMENT 7: PHYSICAL COLLOCATION

1.0 General Provisions

- 1.1 This Attachment sets forth the rates, terms, and conditions upon which Windstream will offer physical collocation to TWCIS (KY) as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement.
- 1.2 TWCIS (KY) shall be allowed to obtain dedicated space (the “Collocation Space”) in Windstream’s Wire Centers and to place equipment in such space to interconnect with Windstream’s network.
 - 1.2.1 TWCIS (KY) shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.
- 1.3 Physical collocation shall be provided on a first-come, first-served basis.
- 1.4 Physical collocation also includes Windstream providing resources necessary for the operation and economical use of collocated equipment.
- 1.5 TWCIS (KY) will disclose appropriate information about the equipment to be installed to allow Windstream to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.
- 1.6 When Windstream personnel are used, the labor rates included in Exhibit A shall apply.
- 1.7 If TWCIS (KY) chooses to physically collocate in premises which was initially prepared for virtual collocation, TWCIS (KY) may
 - 1.7.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Attachment 8: Virtual Collocation; or
 - 1.7.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case TWCIS (KY) shall coordinate the construction and rearrangement with Windstream of its equipment and circuits for which TWCIS (KY) shall pay Windstream at applicable rates, and pursuant to the other terms and conditions in this Attachment. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Collocation Pricing shall apply.
- 1.8 TWCIS (KY) is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from Windstream.
- 1.9 TWCIS (KY)’s collocated space will be separated from other CLEC’s collocated space and Windstream space through cages constructed by Windstream or Windstream’s contractors.
- 1.10 Once construction is complete for physical collocation and TWCIS (KY) has accepted its physical collocation space, TWCIS (KY) may order Cross-Connects.
- 1.11 Prior to the installation of any equipment in the collocation space, TWCIS (KY) will provide a list of equipment to be collocated and Windstream will review said list and equipment to determine if

it meets safety requirements as well as FCC guidelines for allowable collocation equipment. If, during the review, Windstream reasonably determines that the equipment or the installation does not meet safety requirements or FCC guidelines, it will provide a notice of noncompliance to TWCIS (KY) along with an identification of the problem and recommendations for its solution. TWCIS (KY) will be responsible for the costs associated with any modifications necessary to bring the request into compliance. If TWCIS (KY) installs equipment that has not been previously identified reviewed and determined compliant and such equipment is later found to be non-compliant, Windstream will notify TWCIS (KY) of such non-compliant equipment. If TWCIS (KY) is notified that certain equipment is non-compliant because of safety reasons, and TWCIS (KY) fails to commence the correction of any noncompliance within thirty (30) days of receipt of written notice of non-compliance, Windstream may have the equipment removed or the condition reasonably corrected at TWCIS (KY)'s expense. If TWCIS (KY) is notified that certain equipment is non-compliant for reasons other than safety, TWCIS (KY) may either 1) invoke the dispute resolution procedures of this Agreement or 2) commence the correction of any noncompliance within thirty (30) days of receipt of written notice of non-compliance. If TWCIS (KY) fails to do either, Windstream may have the equipment removed or the condition reasonably corrected at TWCIS (KY)'s expense.

- 1.12 During installation if Windstream determines TWCIS (KY) activities or equipment are unsafe, non-standard, or in violation of any applicable laws or regulations, Windstream has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of Windstream's employees, interfere with the performance of Windstream's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, Windstream may perform such work and/or take reasonable action as is necessary to correct the condition at TWCIS (KY)'s sole expense.
- 1.13 Windstream may refuse TWCIS (KY)'s requests for additional space if TWCIS (KY) is in material breach of this Attachment, including having any undisputed past due charges hereunder.
- 1.14 Any collocation element requested by TWCIS (KY) that is not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on a individual case basis ("ICB").

2.0 Collocation Intervals

- 2.1 All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.
- 2.2 Acknowledgment of Floor Space Availability

Within fifteen (15) business days of the receipt by Windstream from TWCIS (KY) of a Bona Fide Request for Collocation and the associated Application Fee, Windstream will notify TWCIS (KY) whether the sufficient floor space is available in the requested Wire Center to accommodate TWCIS (KY)'s request and provide floor plans necessary for use by a Windstream approved contractor.
- 2.3 Buildout Quote Preparation.

Within thirty-five (35) business days of the receipt by Windstream from TWCIS (KY) of a Bona Fide Request for Collocation and the associated Application Fee, Windstream will provide TWCIS (KY) with a written quotation containing all nonrecurring charges for the requested Collocation Space arrangement.
- 2.4 Quote Acceptance

Within thirty (30) business days of the receipt by TWCIS (KY) of the Windstream quotation, TWCIS (KY) will notify Windstream in writing of its acceptance or rejection of the Windstream proposed quotation. Within thirty (30) days of notifying Windstream in writing of its acceptance, TWCIS (KY) shall make payment to Windstream of fifty percent (50%) of the non-recurring charges provided on the quotation.

2.5 Completion of Cage Construction

Within seventy (70) business days of the payment described in section 2.4 above, the construction of the necessary cage enclosure shall be completed. At this time, the leased floor space will be available to TWCIS (KY) for installation of its collocated equipment.

2.6 Delays in Windstream's receipt of equipment or material required for physical collocation that are beyond Windstream's reasonable control shall not leave Windstream liable for any claims of delay.

2.7 Windstream shall notify TWCIS (KY) that the Collocation Space is ready for occupancy. TWCIS (KY)'s operational telecommunications equipment must be placed and connected with Windstream's network within ninety(90) calendar days of such notice. If TWCIS (KY) fails to place operational telecommunications equipment in the Collocation Space within ninety (90) calendar days and such failure continues for a period of twenty (20) business days after receipt of written notice from Windstream, then and in that event TWCIS (KY)'s right to occupy the Collocation Space terminates and Windstream shall have no further obligations to TWCIS (KY) with respect to said Collocation Space. Termination of TWCIS (KY)'s rights to the Collocation Space pursuant to this Section shall not operate to release TWCIS (KY) from its obligations to reimburse Windstream for all cost reasonably incurred by Windstream in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, TWCIS (KY)'s telecommunications equipment will be deemed operational when cross-connected to Windstream's network for the purpose of service provision.

3.0 Termination of Collocation Arrangement

3.1 TWCIS (KY) may terminate occupancy in the Collocation Space upon thirty (30) calendar days' prior written notice to Windstream.

3.2 At the termination of a Collocation Space license by lapse of time or otherwise:

3.2.1 TWCIS (KY) shall surrender all keys, access cards and Windstream provided photo identification cards to the Collocation Space and the building to Windstream, and shall make known to Windstream the combination of all combination locks remaining on the Collocation Space.

3.2.2 TWCIS (KY), at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal; provide, however that TWCIS (KY) shall continue payment of monthly fees to Windstream until such date as TWCIS (KY) has fully vacated the Collocation Space.

3.2.2.1 If TWCIS (KY) fails to vacate the Collocation Space within thirty (30) days from the termination date, Windstream reserves the right to remove TWCIS (KY)'s equipment and other property of TWCIS (KY), with no liability for damage or injury to TWCIS (KY)'s property unless caused by the negligence or intentional misconduct of Windstream. All expenses shall be borne by TWCIS (KY).

- 3.2.3 TWCIS (KY) shall return to Windstream the Collocation Space and all equipment and fixtures of Windstream in as good a condition and state of repair as when TWCIS (KY) originally took possession, normal wear and tear or damage by fire or other casualty excepted. TWCIS (KY) shall be responsible to Windstream for the cost of any repairs that shall be made necessary by the acts or omissions of TWCIS (KY) or of its agents, employees, contractors, or business invitees. Windstream reserves the right to oversee TWCIS (KY)'s withdrawal from the Collocation Space, and TWCIS (KY) agrees to comply with all directives of Windstream regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Windstream's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that TWCIS (KY) shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put TWCIS (KY) to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.
- 3.2.4 Prior to any termination or within thirty (30) days thereafter, TWCIS (KY) shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, place in or upon the Collocation Space by TWCIS (KY), failing which Windstream may remove the same, and TWCIS (KY) shall, upon demand, pay to Windstream the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by Windstream.
- 3.2.5 All fixtures, installations, and personal property belonging to TWCIS (KY) not removed from the Collocation Space upon termination of a Collocation Space license and not required by Windstream to have been removed as provided in this Attachment in a written notice, shall be conclusively presumed to have been abandoned by TWCIS (KY) and title thereto shall pass to Windstream under this Attachment as if by bill of sale.
- 3.2.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, TWCIS (KY) shall indemnify Windstream against loss or liability resulting from delay by TWCIS (KY) in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.
- 3.3 Should TWCIS (KY) default in its performance and said default continues for thirty (30) days after receipt of written notice, or if TWCIS (KY) is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, Windstream may, subject to and in compliance with all applicable federal, state, and local bankruptcy laws, rules and regulations, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation Space, expel TWCIS (KY), remove TWCIS (KY) property, forcibly if necessary, and thereupon this Attachment shall terminate, without prejudice to any other remedies Windstream might have. Windstream may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by TWCIS (KY) at any time thereafter.

4.0 Collocation Space

- 4.1 If Windstream determines it necessary for TWCIS (KY)'s Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another Windstream Wire Center, TWCIS (KY) is required to do so. TWCIS (KY) shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from circumstances beyond the reasonable control of Windstream, including condemnation or government order or regulation that makes the continued occupancy of the Collocation Space or Building uneconomical in Windstream's sole, but reasonable judgment. Otherwise Windstream shall be responsible for any such preparation and costs.

- 4.2 If TWCIS (KY) requests the Collocation Space to be moved within the Building or to another Windstream Wire Center, Windstream shall permit TWCIS (KY) to relocate the Collocation Space, subject to the availability of space and associated requirements. TWCIS (KY) shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocation Space and the new Wire Center as applicable.
- 4.3 Should either event as described in § 4.1 and § 4.2 occur, the new Collocation Space shall be deemed the “Collocation Space” hereunder and the new Wire Center the “Building.”
- 4.4 Windstream agrees to prepare the Collocation Space in accordance with working drawings and specifications, with the responsibility for the cost and expense being as set forth above. The preparation shall be arranged by Windstream in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After TWCIS (KY) has made the initial payments required and the state regulatory approval is obtained for this attachment, Windstream agrees to pursue diligently the preparation of the Collocation Space for use by TWCIS (KY).

5.0 Entrance Facilities and Demarcation Point

- 5.1 TWCIS (KY) will place its own entrance facilities for connection to the collocated equipment. Windstream will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. TWCIS (KY) will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the spliced location. No splicing will be permitted in the entrance manhole. TWCIS (KY) will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to TWCIS (KY)’s equipment in the Collocation Space. TWCIS (KY) must contact Windstream for instructions prior to placing the entrance facility cable in the manhole. TWCIS (KY) is responsible for maintenance of the entrance facilities.
- 5.2 Windstream shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between TWCIS (KY)’s network and Windstream’s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between Windstream and TWCIS (KY) will be at the POT Bay.

6.0 Use of Collocation Space

- 6.1 Subject to § 6.13 below, TWCIS (KY) shall only use the Collocation Space for purposes of locating equipment and facilities within Windstream’s central offices to connect with Windstream services only. Consistent with the nature of the Building and the environment of the Collocation Space, TWCIS (KY) shall not use the Collocation Space for office, retail, or sales purposes. TWCIS (KY) shall place no signs or markings of any kind (except for a plaque or other identification affixed to TWCIS (KY)’s equipment and reasonably necessary to identify TWCIS (KY)’s equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.
- 6.2 TWCIS (KY) is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by TWCIS (KY) in the Collocation Space.

- 6.3 From time to time Windstream may require access to the Collocation Space. Windstream retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). Windstream will give reasonable written notice to TWCIS (KY) when access to the Collocation Space is required. TWCIS (KY) may elect to be present whenever Windstream performs work in the Collocation Space. The Parties agree that TWCIS (KY) will not bear any of the expense associated with this work.
- 6.4 TWCIS (KY) Access to TWCIS (KY)'s Collocation Space
- TWCIS (KY) shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require TWCIS (KY) to traverse restricted areas. All employees, agents and contractors of TWCIS (KY) having access to the Collocation Space shall comply with Windstream's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Windstream which contains a current photo, the individual's name and company name/logo. TWCIS (KY) agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, TWCIS (KY) shall surrender the Collocation Space to Windstream in the same condition as when first occupied by TWCIS (KY) except for ordinary wear and tear or damage by fire or other casualty excepted.
- 6.5 TWCIS (KY) must submit an application listing all of TWCIS (KY)'s telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. TWCIS (KY) warrants and represents that the application is complete and accurate and acknowledges that any incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' notification by Windstream, would be a material breach of this Attachment. TWCIS (KY) shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of Windstream.
- 6.6 In the event that subsequent to the execution of this Attachment TWCIS (KY) desires to place in the Collocation Space any equipment or facilities not set forth on the application, TWCIS (KY) shall furnish to Windstream a written list and description of the equipment or facilities. Windstream may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both Parties of a final list and description, including any applicable charges, this Attachment shall be deemed to have been amended to include the terms and conditions of the final list and description.
- 6.7 The foregoing imposes no obligation upon Windstream to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.
- 6.8 TWCIS (KY) shall indicate its intent to proceed with equipment installation in a Windstream Central Office by submitting the Windstream's Collocation Application Form. This form may be obtained by sending a request to: WCI.Network.Interconnection@Windstream.com. A Collocation Application Form requires TWCIS (KY) to complete the Application/Inquiry process described in § 6.5 preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in § 14.0, following. The Collocation Application Form must be received by Windstream no later than thirty (30) days after Windstream's response to TWCIS (KY)'s Application/Inquiry. Space preparation for the

Collocation Space will not begin until Windstream receives the Collocation Application Form and all applicable fees.

- 6.9 TWCIS (KY) shall bear all costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. For this Section, support mechanisms provided by Windstream may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. Windstream will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will promptly advise TWCIS (KY) of delays.
- 6.10 Pursuant to the terms contained in this Attachment, Windstream shall construct an equipment arrangement enclosure in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet.
- 6.11 TWCIS (KY) equipment or operating practices representing a significant technical threat to Windstream's network or facilities, including the building, that is supported by demonstrable evidence from Windstream, is strictly prohibited.
- 6.12 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Collocation Space shall not interfere with or impair service over any facilities of Windstream or the facilities of any other person or entity located in the building; create hazards for or cause damage to those facilities, the Collocation Space, or the building; impair the privacy of any communications carried in, from, or through the building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Attachment.
- 6.13 Windstream will permit interconnection between two collocated local service providers at the rates specified in § 14.9 Direct Connection. Windstream will provide nothing more than the labor and physical structure(s) necessary for the local service providers to pull facilities provided by one local service provider from its collocation node to the collocation node of another local service provider. If the local service providers are not located on the same floor, Windstream will perform the cable pull on a time and materials basis, in addition to the charges specified in § 14.0 of this Attachment. At no time, in connection with such interconnection with other local service providers, will the local service providers be allowed access to any portion of the central office other than the collocation area. Windstream will not make the physical connection within the local service provider's collocation node. Windstream will not accept any liability for the cable or the connections and Windstream will not maintain any records concerning these connections.
- 6.14 Subject to this Attachment, TWCIS (KY) may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by TWCIS (KY) in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by TWCIS (KY) at any time. TWCIS (KY) shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense.
- 6.15 In no case shall TWCIS (KY) or any person purporting to be acting through or on behalf of TWCIS (KY) make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of Windstream. Windstream shall consider a modification, improvement, addition, repair, or other alteration requested by TWCIS (KY), provided that Windstream shall have the right to reject or modify any such request. TWCIS (KY) shall pay the cost of any such construction in accordance with Windstream's then-standard custom work order process.

7.0 **Standards**

- 7.1 The Parties warrant that the services provided hereunder this Attachment is made available subject to and in accordance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements and the National Electric Code Standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of TWCIS (KY) as of the Effective Date of this Attachment and the Parties are not in Agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Attachment, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Attachment or that subsequently become effective and then when effective shall also apply to this Attachment regardless of TWCIS (KY) concurrence. TWCIS (KY) shall strictly observe and abide by each.
- 7.2 TWCIS (KY) warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements for each item set forth on the application form. TWCIS (KY) also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 6.6 shall be so compliant.
- 7.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 6.6, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

8.0 **Responsibilities of TWCIS (KY)**

- 8.1 TWCIS (KY) is responsible for providing to Windstream personnel a contact number for TWCIS (KY) technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- TWCIS (KY) Maintenance: 877-777-2263
- 8.2 TWCIS (KY) is responsible for providing trouble report status when requested by Windstream.
- 8.3 Regeneration of either DS1 or DS3 signal levels must be provided by TWCIS (KY), or Windstream under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment. TWCIS (KY) must provide any regeneration caused by cross-office extension.
- 8.4 A vendor who has been approved as a Windstream certified vendor to perform all engineering and installation work must install all equipment. Windstream shall provide TWCIS (KY) with a list of certified vendors upon request. The certified vendor shall be responsible for installing TWCIS (KY)'s equipment and components, extending power cabling to the Windstream power distribution frame, performing operational tests after installation is complete and notifying Windstream's engineers and TWCIS (KY) upon successful completion of installation. The certified vendor shall bill TWCIS (KY) directly for all work performed for TWCIS (KY) pursuant to this Attachment and Windstream shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. Equipment ownership, maintenance and insurance are the full responsibility of TWCIS (KY). TWCIS (KY) will be responsible for servicing, supplying, installing, repairing, and maintaining the following facilities within the Collocation Space:
- 8.4.1 Entrance Facilities;

- 8.4.2 TWCIS (KY) Equipment;
- 8.4.3 Required Point of Termination Cross Connects;
- 8.4.4 Point of Termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required;
- 8.4.5 The connection cable(s) and associated equipment which may be required within the Collocation Space to the point(s) of termination.

Windstream NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 8.5 TWCIS (KY) is responsible for immediate verbal notification to Windstream of significant outages or operations problems which could impact or degrade Windstream's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 8.6 TWCIS (KY) is responsible for coordinating with Windstream to ensure that services are installed in accordance with the service request.
- 8.7 TWCIS (KY) is responsible for testing, to identify and clear a trouble when the trouble has been isolated to a TWCIS (KY) provided facility or piece of equipment. If Windstream testing is also required, it will be provided at charges specified in Windstream's F.C.C. Tariff No. 1.

9.0 Assignment

- 9.1 TWCIS (KY) shall not assign, sublet, or otherwise transfer this Attachment, neither in whole nor in part, or permit the use of any part of the Collocation Space by any other person or entity, without the prior written consent of Windstream which Windstream will not unreasonably withhold. Any purported assignment or transfer made without such prior written consent shall be deemed a material breach of this Attachment and voidable at the option of Windstream. TWCIS (KY) shall not permit any third party to jointly occupy the Collocation Space. TWCIS (KY) acknowledges that this Attachment does not convey any right, title or interest in the Central Office to TWCIS (KY).

10.0 Casualty Loss

- 10.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered untenable in whole or in part, Windstream shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, Windstream has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while TWCIS (KY) was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or Windstream opts not to rebuild, then this Attachment shall (upon notice to TWCIS (KY) within thirty (30) calendar days following such occurrence) terminate as of the date of such damage.
- 10.2 Any obligation on the part of Windstream to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for TWCIS (KY) and shall not include any obligation to repair, restore, rebuild or replace any alterations or

improvements made by TWCIS (KY) or by Windstream to the Collocation Space at the request of TWCIS (KY); or any fixture or other equipment installed in the Collocation Space by TWCIS (KY) or by Windstream on request of TWCIS (KY).

- 10.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in Windstream's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, Windstream, at its option, may terminate this Attachment by giving TWCIS (KY) ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

11.0 Limitation of Liability

- 11.1 In addition to the General Terms and Conditions, § 7.0 Liability and Indemnification, § 11.0 Limitation of Liability shall also apply.
- 11.2 TWCIS (KY) acknowledges and understands that Windstream may provide space in or access to the building to other persons or entities ("Others"), which may include competitors of TWCIS (KY); that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging TWCIS (KY) equipment and facilities. In addition to any other applicable limitation, Windstream shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other, except for the extent of the negligence or willful misconduct of Windstream. TWCIS (KY) shall save and hold Windstream harmless from any and all costs, expenses, and claims associated with any such acts or omission by any contractor, sub-contractor, employee or agent of TWCIS (KY) performing services under this Agreement

12.0 Services, Utilities, Maintenance and Facilities

- 12.1 Windstream, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. TWCIS (KY) shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable Windstream tariffs.
- 12.2 Windstream will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation and other environmental support necessary for TWCIS (KY) equipment, in the same manner that it provides such support items for its own equipment within that Wire Center. Additionally, Windstream shall provide smoke/fire detection and any other building code requirements.
- 12.3 Windstream shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by TWCIS (KY) to access the Collocation Space.
- 12.4 Windstream agrees to make, at its expense, all changes and additions to the Collocation Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation Space.

- 12.5 Windstream will not provide TWCIS (KY) with guaranteed parking. TWCIS (KY) is required to park in public parking.
- 12.6 Where available without a security escort, Windstream shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for TWCIS (KY) personnel and its designated agents. Immediate access will be given to eyewash stations in an emergency situation. In situations which require a security escort, TWCIS (KY) shall be assessed the appropriate security escort fees.

13.0 Compliance with Laws

- 13.1 TWCIS (KY) and all persons acting through or on behalf of TWCIS (KY) shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

14.0 Rates and Charges

- 14.1 TWCIS (KY) shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto. Any collocation element requested by TWCIS (KY), or that is needed for the operation of TWCIS (KY)'s collocation space, not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on an individual case basis ("ICB").

14.2 Application Fee

TWCIS (KY) shall submit to Windstream an Application fee to cover the work involved in developing a quotation for TWCIS (KY) for the total costs involved in its collocation request for one (1) Wire Center. TWCIS (KY) must pay the Application Fee to Windstream prior to Windstream beginning any collocation work for TWCIS (KY). The Application Fee is non-refundable.

14.3 Subsequent Application Fee

Windstream requires the submission of an Application Fee for modifications to an existing arrangement.

14.4 Buildout Space Preparation Fee

The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. This charge may vary depending on the location and the type of arrangement requested.

14.5 Cable Installation Fee

The Cable Installation Charge applies for each cable ordered within a location. Cable installation involves activities associated with pulling the fiber cable from the interconnection point to the terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders

within the same location for TWCIS (KY) if TWCIS (KY) and Windstream jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

14.6 Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

14.7 Floor Space

The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, TWCIS (KY) shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which Windstream releases the Collocation Space for occupancy or on the date TWCIS (KY) first occupies the Collocation Space, whichever is sooner.

14.8 Power

This provides 48 volt DC A and B power and ground feeds from the local power panel to TWCIS (KY)'s collocated space. Power feeds are provided in forty (40) ampere increments. A separate ground cable for the TWCIS (KY) collocated space will also be provided.

14.9 Security Escort

A security escort will be required whenever TWCIS (KY) or its approved agent desires access to the entrance manhole or must traverse a restricted area within Windstream's central office. Rates for a Windstream security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A: Collocation Pricing. A request resulting in the dispatch of a Windstream employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three (3) hours.

15.0 Insurance

15.1 TWCIS (KY) shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and TWCIS (KY)'s insurance company's rating need not be higher than what Windstream requires of its own underwriters. So long as TWCIS (KY) has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate, Windstream shall be named as an additional insured and/or as a loss payee on all applicable policies.

15.2 Types of Coverage and Limits

15.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence, naming Windstream as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of not less than one million dollars (\$1,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.

-
- 15.2.2 Umbrella/excess liability coverage in an amount not less than five million dollars (\$5,000,000.00) excess of coverage specified in § 15.2.1 proceeding.
- 15.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in an amount not less than one million dollars (\$1,000,000.00) each employee by accident and disease.
- 15.2.3 TWCIS (KY) may elect to purchase business interruption and contingent business interruption insurance, having been advised that Windstream assumes no liability for loss of profit or revenues should an interruption of service occur.
- 15.2.4 All risk property coverage on a full replacement cost basis insuring all of TWCIS (KY)'s personal property situated on or within Windstream location(s). TWCIS (KY) may also elect to purchase business interruption or contingent business interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.
- 15.2.5 TWCIS (KY) may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.
- 15.3 The limits set forth in Section 15.2 above may be increased by Windstream from time to time during the term of the Attachment upon thirty (30) days notice to TWCIS (KY) to at least such minimum limits as shall then be customary with respect to comparable occupancy of Windstream structures.
- 15.4 All policies purchased by TWCIS (KY) shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Windstream.
- 15.5 All insurance must be in effect on or before the date equipment is delivered to Windstream's Central Office and shall remain in effect for the term of this Attachment or until all TWCIS (KY) property has been removed from Windstream's Central Office, whichever period is longer. If TWCIS (KY) fails to maintain required coverage, Windstream may pay the premiums thereon and seek reimbursement of it from TWCIS (KY).
- 15.6 TWCIS (KY) releases Windstream from and waives any and all right of recovery, claim, action or cause of action against Windstream, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to TWCIS (KY) or located on or in the space at the instance of TWCIS (KY) by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of Windstream, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on TWCIS (KY) fixtures and other personal property shall contain a waiver of subrogation against Windstream, and any rights of TWCIS (KY) against Windstream for damage to TWCIS (KY) fixtures or personal property are hereby waived. TWCIS (KY) may also elect to purchase business interruption and contingent business interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.
- 15.7 TWCIS (KY) shall submit certificates of insurance reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. TWCIS (KY) shall provide to Windstream at least thirty (30) calendar days advance written notice of cancellation, of any insurance policies held per this attachment. Upon request by Windstream, TWCIS (KY) will

provide a current proof of insurance certificate. Requests will not be made more than once per year..

15.8 TWCIS (KY) and Windstream will cooperate to conform to any reasonable recommendation(s) made by Windstream's insurance company.

15.9 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

16.0 Windstream's Right of Way

16.1 Windstream, its agents, employees, and other Windstream-authorized persons shall have the right to enter the Collocation Space at any reasonable time to examine its condition, make repairs required to be made by Windstream hereunder, and for any other purpose deemed reasonable by Windstream with a thirty (30) calendar day written notice. In the event of an emergency, no written notice will be required prior, however, Windstream will provide written notice within at least three (30) business days after its entry. Windstream may access the Collocation Space for purpose of averting any threat of harm imposed by TWCIS (KY) or its equipment or facilities upon the operation of Windstream equipment, facilities and/or personnel located outside of the Collocation Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

17.0 Other Windstream Responsibilities

17.1 Windstream is responsible for verbally notifying TWCIS (KY) as soon as reasonably possible of significant outages or operations problems which could impact or degrade TWCIS (KY)'s network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.

Exhibit A:

Collocation Pricing

<u>Rate Element Description</u>		<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Application Fee	Per arrangement. Per C.O.		\$3,832.72
Subsequent Application Fee	Per arrangement. Per C.O.		\$2,303.92
Buildout Space Preparation Fee	ICB per Hour		\$46.80
Cable Installation Fee	Per cable		ICB
Cable Support Structure	Per 50 feet of cable	\$5.36	\$0.00
Floor Space Rental	Per square foot	\$3.14	\$0.00
Caged Floor Space Rental	Per square foot	\$4.39	\$0.00
48 Volt Power	Per ampere, Per month	\$10.50	\$17.33
48 Volt Power Cable	Per foot, Per month	\$0.17	\$0.00
Security Escort	Per half hour		
- Basic			\$22.99
- Overtime			\$34.49
- Premium			\$45.98
Cross Connect			
DSO, 2-Wire		\$0.61	\$91.74
DSO, 4-Wire		\$1.22	\$91.74
DS1		\$4.62	\$174.11
DS3		\$38.75	\$174.11
OC3		\$26.03	\$185.61
Direct Connection			
Fiber Arrangement	Per cable, Per linear foot	\$0.072	
- with Initial Application	Per arrangement		\$704.74
- subsequent to Application	Per arrangement		\$677.34
Copper or Coaxial Arrangement	Per cable, Per linear foot	\$0.034	
- with Initial Application	Per arrangement		\$704.74
- subsequent to Application	Per arrangement		\$677.34

ATTACHMENT 8: INTENTIONALLY LEFT BLANK

ATTACHMENT 9: INTENTIONALLY LEFT BLANK

ATTACHMENT 10: INTENTIONALLY LEFT BLANK

ATTACHMENT 11: INTENTIONALLY LEFT BLANK

ATTACHMENT 12: COMPENSATION

1.0 Introduction

- 1.1 For purposes of compensation under this Agreement, the traffic exchanged between the Parties will be classified as one of six types: Local Traffic, ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic or Toll VOIP Traffic. The Parties agree that, notwithstanding the classification of traffic by TWCIS (KY) with respect to its End Users, the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by Windstream to TWCIS (KY) as local Resale Services.
- 1.2 Calls originated by TWCIS (KY) and terminated to Windstream (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same Windstream Exchange; or (ii) originates and terminates within different Windstream Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as specified or defined by Windstream tariffs.
- 1.3 The Parties agree to reciprocally exchange ISP Bound Traffic between their networks. Each Party shall bill its end-users for such ISP Bound Traffic and will be entitled to retain all revenues from such ISP Bound Traffic without payment or further compensation to the other Party.
- 1.4 The Parties agree that all interstate traffic that is terminated on the public switched network, regardless of the technology used to originate or transport such traffic, including but not limited to Voice Over Internet Protocol (VoIP), will be assessed interstate terminating charges at the rates provided in the terminating Party's access tariff or filed and/or approved Price lists.
- 1.5 By entering into this Agreement, both Parties expressly reserve the right to advocate their respective positions before state and/or federal regulatory bodies, whether in complaint dockets, arbitration under Section 252 of the Act, rulemaking dockets, or in any legal challenges stemming from such proceedings with regard to the treatment of Voice Over Internet Protocol (VoIP) traffic for intercarrier compensation purposes.

2.0 Responsibilities of the Parties

- 2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.
- 2.2 Each Party will provide the other Party the originating Calling Party Number (CPN) with respect to each call terminated on the other Party's network to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN.
- 2.3 Neither Party shall strip, modify or alter any of the data signaling or billing information provided to the other Party. In the event a Party strips, modifies or alters any of the data signaled or strips, modifies or alters any of the billing information provided to the other Party, such event will be a material breach of this Agreement.
- 2.4 Each Party shall identify and make available to the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of this Attachment.

- 2.5 All calls exchanged without CPN will be billed as IntraLATA Traffic, if the failure to transmit CPN is not caused by technical malfunctions. In the event that technical malfunctions result in lack of transmission of CPN, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.

3.0 Reciprocal Compensation for Termination of Local Traffic

- 3.1 Each Party will be compensated for the exchange of Local Traffic, as defined in §1.2 of this Attachment, in accordance with the provisions of §3.0 of this Attachment.
- 3.2 The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.
- 3.3 Upon data submitted by one of the Parties, and agreed to by the other Party, supporting the level of Local Traffic exchanged between the Parties is out of balance using a ratio of 60%/40% for three (3) consecutive months (one Party originates 60% or more of the traffic exchanged), the Parties agree to the reciprocal compensation minute of use rates pursuant to Appendix B.
- 3.4 Any traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points (end-to-end points), are in different local calling areas as defined by the terminating Party and delivered to the terminating Party using switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of origination or transport protocol method used, a call that originates in one local calling area and terminates in another local calling area (i.e. the end-to-end points of the call) shall not be compensated as Local Traffic. However, all Traffic that originates and terminates in the same local calling area shall be classified as Local Traffic.

4.0 Compensation for Transit Traffic

- 4.1 Transit traffic is Local Traffic exchanged between the Parties that originates or terminates on the network of another telecommunication service provider (the "Non-Party Provider"), where one of the Parties or the Non-Party Provider performs a local tandem function to complete the traffic between the others. Telecommunications Traffic to or from TWCIS (KY) under its wholesale business arrangement is not considered transit traffic under this Agreement. When the transit function is performed by one of the Party's the following shall be applicable:
- 4.1.1 Prior to either Party providing transit traffic services to the other, the Party requesting transit service must provide notice to the other Party.
- 4.1.2 Each Party represents that it will not send Local Traffic to the other Party that is destined for the network of a Non-Party Provider unless and until such Party has made reasonable efforts to obtain the authority to exchange traffic with the Non-Party Provider. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunicaitons Carrier.

4.1.3 The Party originating traffic will compensate the other Party a Local Transit Traffic rate element of \$.003 per Minute Of Usage (MOU).

4.2 All traffic, other than Local Traffic, that transits a tandem will be classified and treated as Meet-Point Billing Traffic, unless otherwise agreed in writing between the Parties.

5.0 Compensation for Termination of IntraLATA Traffic, Interstate Traffic

5.1 Compensation for termination of Interstate Traffic will be at the terminating access rates for MTS and originating access rates for 800 Service including the CCL and query charge, as set forth in the relevant Party's interstate access service tariff.

5.2 In the event that TWCIS (KY) does not have a Commission filed and/or approved price list posted on its web site or a filed interstate tariff for access service, TWCIS (KY) agrees to utilize rates for Toll VoIP Traffic and for Interstate Traffic that do not exceed Windstream's tariffed interstate access rates.

6.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an IXC (Meet-Point Billing (MPB) Arrangements)

6.1 Compensation for termination of Interstate or Intrastate Traffic will be at access rates as set forth in the relevant Party's applicable interstate access tariffs.

6.2 Intentionally Left Blank.

6.3 The Parties will each establish their respective MPB arrangements applicable to its provision of switched access services to Interexchange Carriers via its access tandem switch and such arrangements will be in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB arrangements will be determined during joint network planning.

6.4 Each Party will maintain provisions in its federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements, including MPB percentages, developed in accordance with this Agreement.

6.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The initial billing company (IBC) will provide the information to the subsequent billing company within fifteen (15) days of the IBC bill date.

6.6 If MPB data is not submitted to the other within fifteen (15) days of the IBC bill date or is not in the standard EMI format, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received, to and including the date the MPB charge information is actually received. When the receiving Party has requested a delay in transmission of the records, a MPB data delivery charge will not be assessed.

- 6.7 Intentionally Left Blank
- 6.8 Billing to Interexchange carriers for the switched access services jointly provided by the Parties via the MPB arrangement will be according to the multiple bill multiple tariff method. As described in the MECAB document, each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The Party that provides the end office switching will be entitled to bill any residual interconnection charges (“RIC”) and common carrier line (“CCL”) charges associated with the traffic. In those MPB situations where one Party sub-tends the other Party’s access tandem, only the Party providing the access tandem is entitled to bill the access tandem fee and any associated local transport charges. The Party that provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as applicable.
- 6.9 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.
- 6.10 Each Party will provide the other a single point of contact to handle any MPB questions.
- 7.0 Identification and Compensation of Toll VoIP Traffic**
- 7.1 Toll VoIP Traffic is defined as traffic exchanged over the public switched telephone network (“PSTN”) facilities that originates and/or terminates in Internet protocol (“IP”) format. This section governs the identification and compensation of Toll VoIP Traffic that will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) (“FCC Order”) as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing Toll VoIP Traffic from the TWCIS (KY)’s total intrastate access traffic, so that Toll VoIP Traffic will be billed in accordance with the FCC Order.
- 7.2 Windstream will bill toll VoIP-PSTN traffic which it identifies in accordance with this Attachment at rates equal to Windstream’s applicable tariffed interstate switched access rates.
- 7.3 Windstream will determine the number of Toll VoIP Traffic minutes of use (“TVMOU”) to which it will apply its interstate rates under section 7.2, above, by applying an originating Percent VoIP Usage (“OPVU”) factor to the total intrastate access MOU originated by a Telephone Company end user and delivered to TWCIS (KY) and by applying a terminating PVU (“TPVU”) factor to the total intrastate access MOU terminated by TWCIS (KY) to Windstream’s end users. The OPVU and TPVU will be derived and applied as follows:
- 7.3.1 Windstream will calculate and implement an OPVU factor representing a whole number percentage based on total traffic originated by Windstream end users in IP format and delivered to the customer in the State divided by Windstream’s total originated intrastate access MOU delivered to the TWCIS (KY) in the State.
- 7.3.2 TWCIS (KY) will calculate and furnish to Windstream a TPVU factor, along with supporting documentation, representing the whole number percentage of the customer’s total terminating intrastate access MOU that TWCIS (KY) exchanges with Windstream in the State that is sent to Windstream and originated in IP format.
- 7.3.3 The TPVU and supporting documentation shall be based on information that is verifiable by Windstream including but not limited to the number of TWCIS (KY)’s retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call

detail, or other relevant and verifiable information. TWCIS (KY) shall not modify its reported PIU factor to account for Toll VoIP Traffic After Windstream verifies the TPVU provided by TWCIS (KY), Windstream will apply the TPVU factor to the associated terminating intrastate access MOU as indicated in Sections 7.3.4.1 and/or 7.3.4.2 below.

7.3.4.1 In the event that Windstream can not verify TWCIS (KY)'s TPVU, Windstream will request additional information to support the TPVU, during this time no changes will be made to the existing TPVU. TWCIS (KY) shall supply the requested additional information within 15 days of Windstream's request or no changes will be made to the existing TPVU. If after review of the additional information, TWCIS (KY) and Windstream establish a revised and mutually agreed upon TPVU factor, Windstream will begin using the new factor with the next bill period.

7.3.4.2 If the dispute is unresolved, TWCIS (KY) may request that verification audits be conducted by an independent auditor, at TWCIS (KY)'s sole expense. During the audit, the most recent undisputed TPVU factor will be used by Windstream.

7.3.5 In calculating the initial OPVU and TPVU factor(s), Windstream will take the factor(s) provided by TWCIS (KY) and/or developed by Windstream into account retroactively to the effective date of this Agreement, *provided that* the factor(s) and supporting documentation are provided as specified in subsection (C) above to Windstream no later than 15 days after the effective date of this Agreement. If TWCIS (KY) does not furnish Windstream with a TPVU factor pursuant to the preceding subsection (C), the initial factor will be zero.

7.3.6 TWCIS (KY) may update the TPVU factor and request Windstream update the OPVU factor semi-annually using the method set forth in this Attachment. If TWCIS (KY) chooses to submit such updates and requests, it shall forward to Windstream, no later than 15 days after the first day of January and/or July of each year, a revised TPVU factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. Once verified by Windstream the revised TPVU factor along with the revised Windstream developed OPVU will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

8.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local Traffic

8.1 With respect to those Exchanges where TWCIS (KY) intends to provide Local Exchange Service, TWCIS (KY) will, at a minimum, obtain a separate NXX code for each Exchange or group of Exchanges that share a common Mandatory Local Calling Scope. At such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes separate NXX codes as specified in this paragraph will not be required. At such time as TWCIS (KY) requests Windstream to establish interconnection to enable TWCIS (KY) to provide Exchange Services, the Parties will determine the number of NXXs necessary to identify the jurisdictional nature of traffic for intercompany compensation. At such time as TWCIS (KY) requests additional points of interconnection, the Parties will appropriately define the number of NXXs necessary for the new interconnection points.

8.2 Bills rendered by either Party to the other will be due and payable as specified in the General Terms and Conditions, Section 8.0.

9.0 Alternate Billed Traffic

- 9.1 All call types routed between the networks must be accounted for, and revenues settled among the Parties. Certain types of calls will require exchange of billing records between the Parties including IntraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC/CTU provided Toll Free Service records). The Parties will utilize, where possible existing accounting and settlement systems to bill, exchange records and settle revenue.
- 9.1.1 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be through the existing CMDS processes, unless otherwise agreed to by the Parties in writing.
- 9.1.2 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will make its own arrangements with respect to participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- 9.1.3 Non-ICS revenue is defined as revenues associated with collect calls, calling card calls, and billed to third number calls which originate, terminate and are billed within the same Bellcore Client Company Territory. The Parties will negotiate and execute an Agreement for settlement of non-ICS revenue if the Parties mutually agree that the amounts are sufficient to enter into settlement negotiations. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- 9.1.4 Each Party will provide the appropriate call records to the other for toll free IntraLATA Interexchange Traffic, thus permitting each Party to bill its subscribers for the inbound Toll Free Service. Each Party may charge its tariffed rate or a rate of \$.03 per record for such record provision. No adjustments to data contained in tapes, disks or Network Data Mover will be made by a Party without the mutual Agreement of the Parties.

ATTACHMENT 13: NUMBERING

1.0 Numbering

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 1.5 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2.0 NXX Migration

- 2.1 Where a Party (first Party) has activated, dedicated or reserved an entire NXX for a single End User, if such End User chooses to receive service from the other Party (second Party), the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the network and on the End User(s) service and will be subject to appropriate industry lead-times (currently 45 days) for movements of NXXs from one switch to another.

ATTACHMENT 14: NUMBER PORTABILITY

1.0 Service Provider Number Portability (SPNP)

- 1.1 The FCC First Report and Order in CC Docket 95-116 requires “. . .all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998.” While the FCC declined “.to choose a particular technology for providing number portability”, they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.

2.0 Terms, Conditions Under Which Windstream Will Provide SPNP

- 2.1 Windstream will not offer SPNP services for NXX codes 555, 976, 950.
- 2.2 Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection Agreement along with a conforming, functional direct network interconnection, pursuant to Attachment 4: Network Interconnection Architecture, between and among involved switches and exchanges.
- 2.3 Windstream will only provide SPNP services and facilities where technically feasible as required by applicable law, rules, and regulations subject to the availability of facilities, and only from properly equipped central offices. SPNP applies only when a Customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.
- 2.4 An SPNP telephone number may be assigned by TWCIS (KY) only to TWCIS (KY)'s Customers located within Windstream's rate center, which is associated with the NXX of the ported number.
- 2.5 Windstream will deploy SPNP at a location within six (6) months after receipt of a Bona Fide Request from TWCIS (KY) as provided in §6.0, and subject to approval of this Agreement by the Commission and completion of the network preparation specified herein.
- 2.6 A service order processing charge (Service Order Charge), listed in Appendix B: Price List, will be applied to each service order issued to Windstream to process a local number portability request.
- 2.7 A service order processing charge (Service Order Charge), listed in Appendix B: Price List, will be applied to each service order issued to TWCIS (KY) to process a local number portability request
- 2.8 If TWCIS (KY) requests a coordinated cutover the charges contained in Appendix B: Price List will be applied.
- 2.9 If TWCIS (KY) cancels a conversion of an End User, TWCIS (KY) will notify Windstream of the cancellation by 2:00 Central Time on the day prior to the due date requested on the LSR. In the event of a Late Notice, Windstream does not guarantee that service disruption will not occur to the

End User; however, the Parties agree to work cooperatively to minimize any service disruption. Windstream will keep numbers active in its systems for 24 hour after the FOC date.

- 2.10 Basic Supplemental Service Order – Applies per LSR each time TWCIS (KY) submits a revised local number portability service order that was previously accepted by Windstream but has not been completed at the time the supplemental order is submitted. TWCIS (KY) shall be charged a Change Service Order Charge, listed in Appendix B, for each supplemental LSR submitted under this Attachment.

3.0 Obligations of TWCIS (KY)

- 3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.
- 3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.
- 3.3 After the initial deployment of SPNP in an MSA, if TWCIS (KY) wants a Windstream switch to become LRN capable, TWCIS (KY) must submit a Bona Fide request as provided in §6.0. Windstream will make requested switch LRN capable within the time frame required by the FCC.
- 3.4 TWCIS (KY) will conform to NANC guidelines and LERG administration rules in requesting Windstream to open an NPA-NXX for portability in an LRN capable switch.
- 3.5 TWCIS (KY) is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of End User emergency services.
- 3.6 TWCIS (KY) is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.

4.0 Obligations of Both Parties

- 4.1 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 in which the telephone number's NXX is native.
- 4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.
- 4.3 The Parties will conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.
- 4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.
- 4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

5.0 Limitations of Service

- 5.1 Telephone numbers will be ported only within Windstream rate centers as approved by the State Commission.
- 5.2 Windstream and TWCIS (KY) porting rate center areas must comprise identical geographic locations and have common boundaries.
- 5.3 Telephone numbers associated with Windstream Official Communications Services (OCS) NXXs will not be ported.
- 5.4 Telephone numbers in NXXs dedicated to choke networks will not be ported.

6.0 Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process

- 6.1 The Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process is the process for TWCIS (KY) to request that SPNP be deployed in Windstream exchanges that are not then capable of LRN query service.
- 6.2 TWCIS (KY) may request that SPNP be deployed by Windstream in its switches located in the MSAs. Windstream will enable SPNP in the requested switches within six (6) months of receipt of BFR, based on the beginning dates for each MSA and subject to State Commission approval of an interconnection Agreement with respect to the location of the requested switch.
- 6.2 A BFR with respect to opening a Windstream switch for SPNP must be made in the form of a letter from TWCIS (KY) to:
 - Windstream
 - Attn: Interconnection Services
 - 4001 Rodney Parham Road, 1170 B3F03-84A
 - Little Rock, AR 72212
- 6.4 The BFR must specify the following:
 - 6.4.1 The MSA in which requested switch(es) are located.
 - 6.4.2 Windstream switch(es), by CLLI codes, which are being requested to become SPNP capable.
 - 6.4.3 Specific, resident NXX codes requested to open in each Windstream switch on the BFR.
 - 6.4.4 The date when SPNP capability is requested for each Windstream switch on the BFR; however, the requested date must fall within the governing FCC schedules and interval guidelines. .
 - 6.4.5 CLLI and NXXs of TWCIS (KY) switches serving the exchanges associated with the relevant Windstream switches.

ATTACHMENT 15: INTENTIONALLY LEFT BLANK

ATTACHMENT 16: INTENTIONALLY LEFT BLANK

ATTACHMENT 17: INTENTIONALLY LEFT BLANK

ATTACHMENT 18: PERFORMANCE MEASURES

1.0 General

- 1.1 Windstream will use its best efforts to satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are specified in this Agreement or are required by law or regulation. In addition, Windstream's performance under this Agreement shall be provided to TWCIS (KY) at parity with the performance Windstream provides itself for like service(s).
- 1.2 Windstream shall make a good faith attempt to complete a limited root-cause analysis process within thirty (30) days of request date by TWCIS (KY) to provide a reasonable opportunity to explain missed performance.
- 1.3 Windstream will notice TWCIS (KY) of all process changes related to this Agreement.

2.0 Interconnection

2.1 Trunk Provisioning Intervals

2.1.1 Access Service Request (ASR)

Positive acknowledgment of receipt of a non-valid ASR will be made within two business days, provided the ASR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time.) The start time for determining the FOC interval will commence with receipt of a valid ASR. A non-valid ASR will not start the FOC interval.

2.1.2 Firm Order Confirmation (FOC)

An FOC confirming the due date will be sent within 2 business days (16 business hours) after receipt of a valid ASR subject to facility availability. Subject to availability of facilities service will be implemented (trunks in service) within 20 business days of receipt of a valid ASR.

2.1.3 Performance Expectation

Provided the conditions are met under 2.1.1 and 2.1.2 proceeding, Windstream's performance expectation is to provide 100% due dates met within reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.2 Trunking Grade of Service

2.2.1 Exchange Access (IXC Toll Traffic)

For exchange access traffic routed via an access tandem blocking on each leg will be held to .005 (1/2% blockage).

2.2.2 All Other

All other final routed traffic will be held to .01 (1% blockage).

2.2.3 **Performance Expectation**

Provided the conditions are met under 2.2.1 and 2.2.2 preceding, Windstream's performance expectation is to provide traffic flow 100% of the time. If service levels fall below the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.3 Trunk Service Restoration

2.3.1 **Service Affecting**

Service affecting trunk service trouble will be responded to at parity with the performance Windstream provides itself for like service(s). Service affecting trouble is defined as a condition or event affecting 20% or more of the total trunk group and overflows are experienced.

2.3.2 **Non Service Affecting**

Non service affecting trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

2.3.3 **Performance Expectation**

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

3.0 Maintenance Intervals

3.1. **Service Affecting**

Service affecting maintenance trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

3.2 **Non Service Affecting**

Non service affecting trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

3.3 **Performance Expectation**

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

4.0 Local Service Provisioning Intervals

4.1 **Local Service Request (LSR)**

LSRs that are subject to the FCC's number portability interval requirements shall be processed in accordance with those requirements.

Except for LSRs that are subject to the FCC's number portability interval requirements, positive acknowledgement of receipt of a non-valid LSR for a Non-Simple Port request will be made within 24 hours, provided the LSR is received before 3PM Eastern Standard Time. Non-Simple Port LSRs received after the 3PM cutoff will be considered to be received on the following business day.

Except for LSRs that are subject to the FCC's number portability interval requirements, positive acknowledgement of receipt of a non-valid LSR for a Simple port request will be made within 4 hours, provided the LSR is received by 1P.M. local time in the predominant Time Zone of the NPAC Region where the End User's telephone number is being ported. Simple Port LSRs received after the 1PM cutoff will be considered to be received on the following business day, and the response clock starts at 8 A.M. (local time in the predominant time zone of the NPAC Region where the number is being ported).

4.2 **Local Service Request Confirmation (LSCN)**

The start time for determining the Local Service Request Confirmation (LSCN) interval will commence with receipt of a valid LSR. A non-valid LSR will not start the LSCN interval.

For LSRs involving Non-Simple Ports, as determined by the donating service provider, the donating service provider must return a LSCN or reject (whichever is appropriate) within 24 hours of receiving the LSR.

For LSRs involving Simple Ports, as determined by the donating service provider, if the gaining service provider requests a due date 3 or more business days after LSR receipt, the donating service provider must return a LSCN or reject (whichever is appropriate) within 24 hours of receiving the LSR.

For LSRs involving Simple Ports, as determined by the donating service provider, if the gaining service provider requests a due date 1-2 business days after LSR receipt, the donating service provider must return a LSCN or reject (whichever is appropriate) within 4 hours of receiving the LSR.

4.3 **Performance Expectation**

Provided the conditions are met under 4.1.1 and 4.1.2 proceeding, Windstream's performance expectation is to provide 100% due dates within the reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) calendar days.

ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS

- 1.1 A Bona Fide Request (BFR) must be used when TWCIS (KY) requests a change to any Services and/or Elements provided hereunder, including features, capabilities, or functionality.
- 1.2 A BFR shall be submitted in writing by TWCIS (KY) and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that Windstream has sufficient information to analyze and prepare a response. Such a request also shall include TWCIS (KY)'s designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.3 Although not expected to do so, TWCIS (KY) may cancel, without penalty, a BFR in writing at any time. Windstream will then cease analysis of the request.
- 1.4 Within two (2) business days of its receipt, Windstream shall acknowledge in writing, the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
- 1.5 Except under extraordinary circumstances, within twenty (20) days of its receipt of a BFR, Windstream shall provide to TWCIS (KY) a preliminary analysis of the BFR. The preliminary analysis will include Windstream's proposed price (plus or minus 25 percent) and state whether Windstream can meet TWCIS (KY)'s requirements, the requested availability date, or, if Windstream cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why Windstream is not able to meet TWCIS (KY)'s requested availability date. Windstream also shall indicate in this analysis its Agreement or disagreement with TWCIS (KY)'s designation of the request as being pursuant to the Act or pursuant to the needs of the business. If Windstream does not agree with TWCIS (KY)'s designation, it may utilize the Dispute Resolution Process described in the General Terms and Conditions §9.0. In no event, however, shall any such dispute delay Windstream's process of the request. If Windstream determines that it is not able to provide TWCIS (KY) with a preliminary analysis within twenty (20) days of Windstream's receipt of a Bona Fide Request, Windstream will inform TWCIS (KY) as soon as practicable. The Parties will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.6 As soon as possible, but in no event more than forty-five (45) days after receipt of the request, Windstream shall provide TWCIS (KY) with a BFR quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a price quote.
- 1.7 Unless TWCIS (KY) agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a BFR will be made as specified in this Agreement, unless otherwise agreed to by TWCIS (KY).
- 1.8 Within thirty (30) days after receiving the firm BFR quote from Windstream, TWCIS (KY) will notify Windstream in writing of its acceptance or rejection of Windstream's proposal. If at any time an Agreement cannot be reached as to the terms and conditions or price of the request, or if Windstream responds that it cannot or will not offer the requested item in the BFR and TWCIS (KY) deems the item essential to its business operations, and deems Windstream's position to be inconsistent with the Act, FCC, or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set for in the General Terms and Conditions, §9.0 of the Agreement may be used by either Party to reach a resolution.

ATTACHMENT 20: DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

“Access Service Request” or “ASR” means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Windstream and TWCIS (KY) for local interconnection.

“Act” means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended by the Telecommunications Act of 1996, as may be subsequently amended or, as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“Windstream” has the meaning set forth in the preamble.

“Ancillary Services” are services which support, but, are not required for interconnection of telecommunications networks between two or more parties, e.g., 911 (if applicable).

“Automatic Location Identification” or “ALI” is a feature developed for E911 systems that provides for a visual display of the caller’s telephone number, address, and the means of the emergency response agencies that are responsible for that address. The Competitive Local Exchange Company will provide ALI record information in the National Number Association (NENA) version #2 format.

“Automatic Location Identification/Data Management System” or “ALI/DMS” means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

“Calling Party Number” or “CPN” is a feature of Signaling System 7 (“SS7”) protocol whereby the 10-digit number of the calling party is forwarded from the end office.

“CLASS (Custom Local Area Signaling Service) and Custom Features” means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business Customers (e.g., call waiting, call forwarding and automatic redial).

“Commission” or “PUC” or “PSC” means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers (“LECs”) as defined in the Act.

“Common Channel Signaling” or “CCS” means a special network, fully separate from the transmission path of the public switched network that digitally transmits call setup and network control data.

“Confidential Information” has the meaning set forth in §6.0 of the General Terms and Conditions.

“Contract Year” means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

“Customer” means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement, and includes the term “End User”. More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

“Customer Proprietary Network Information” or “CPNI” means information that relates to the quantity, technical configuration, type, destination, and amount of a Telecommunications Service subscribed to by any Customer of a Telecommunications Carrier, and that is made available to the carrier by the Customer solely by

virtue of the carrier Customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a Customer of a carrier.

“Discloser” means that Party to this Agreement which has disclosed Confidential Information to the other Party.

“E911 Service” is a method of routing 911 calls to a PSAP that uses Customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

“Effective Date” is the date indicated in the Preface on which the Agreement shall become effective.

“End Office” means a local Windstream switching point where Windstream Customer station loops are terminated for purposes of interconnection to each other and to the network.

“End User” means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

“Exchange” is the geographic territory delineated as an exchange area for Windstream by official commission boundary maps.

“Exchange Access” is defined in the Act.

“Exchange Services” are two-way switched voice-grade telecommunications services with access to the public switched network with originate and terminate within an exchange.

“FCC” means the Federal Communications Commission.

“ICB” means individual case basis.

“Incumbent Local Exchange Carrier” or “ILEC” has the meaning given the term in the Act.

“Interconnection” has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

“Interconnection Agreement” means the Agreement between the Parties entitled “Interconnection Agreement Under §§251 and 252 of the Telecommunications Act of 1996,” dated July 16, 1996.

“Interexchange Carrier” or “IXC” means a telecommunications provider that provides long distance communications services between LATAs and authorized by the Commission to provide long distance communications services.

“InterLATA” has the meaning given the term in the Act.

“IntraLATA Traffic” means all IntraLATA calls provided by a LEC other than traffic completed in the LECs local exchange boundary.

“Interconnection Point” or “IP” is the point of demarcation at a technically feasible point within Windstream’s interconnected network within the LATA, as specified in *Attachment 4* Section 2.1.1, where the networks of Windstream and TWCIS (KY) interconnect for the exchange of traffic.

“Local Access and Transport Area” or “LATA” has the meaning given to the term in the Act.

“Local Exchange Carrier” or “LEC” means the incumbent carrier that provides facility-based Exchange Services, which has universal-service and carrier-of-last-resort obligations.

"Local Service Provider" or "LSP" means a non-incumbent carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization) and authority necessary to provide Exchange Services.

"Local Service Request" or "LSR" means an industry standard form used by the Parties to add, establish, change or disconnect trunks, circuits and/or facilities associated with unbundled Network Elements. The form is also used for number portability requests.

"911 Service" means a universal telephone number, which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"Operating Company Number" or "OCN" means nationally recognized company codes set forth in Bellcore's LERG that will be used as the official identification code for each company that provides local exchange telephone service.

"Parties," means Windstream and TWCIS (KY) collectively.

"Party" means either Windstream or TWCIS (KY) as applicable.

"P.01 Transmission Grade of Service" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Percent Interstate Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local intraLATA minutes between exchange carriers sent over Local Interconnection Trunks. 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of the PLU.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"Recipient" means the Party to this Agreement, which has received Confidential Information from the other Party.

"Service Provider Number Portability/Number Portability" or "SPNP" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without the impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Telephone Exchange Service" means wireline exchange connections amongst LEC End Users.

"Telecommunications" has the meanings given in the Act.

"Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called Party.

"Territory" means the incumbent local exchange areas within the states identified in Appendix A

"Undefined Terms" The Parties acknowledge that terms may appear in the Agreement that are not defined and agree that any such terms shall be construed in accordance with their end-user usage in the telecommunications industry as of the Effective Date of this Agreement.

"Work Locations" means any real estate that Windstream owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

ATTACHMENT 21: ACRONYMS

AMA	Automated Message Accounting
ASR	Access Service Request
BAN	Billing Account Number
BFR	Bona Fide Request
BRADS	Bellcore Rating Administrative Data Systems
CAP	Competitive Access Provider
CATS	Calling Card and Third Number Settlement System
CCL	Carrier Common Line
CCS	Common Channel Signaling
CLASS	Custom Local Area Signaling Service
CLEC	Competitive Local Exchange Carrier
CMDS	Centralized Message Distribution System
CPN	Calling Party Number
CPNI	Customer Propriety Network Information
EAS	Extended Area Service
ELCS	Extended Local Calling Service
EMI	Exchange Message Interface
EUCL	End User Common Line
FCC	Federal Communications Commission
FOC	Firm Order Commitment
ILEC	Incumbent Local Exchange Carrier
TWCIS (KY)	TWCIS (KY)
IP	Interconnection Point
ISDN	Integrated Digital Services Network
ISDNUP	Integrated Digital Services Network User Part
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LOA	Letter of Authority
LRN	Local Routing Number
LSCN	Local Service Request Confirmation
LSP	Local Service Provider
LSR	Local Service Request
MSA	Metropolitan Statistical Area
MTP	Message Transfer Part
MTS	Message Telephone Service
NEBS	Network Equipment Building System
NECA	National Exchange Carrier Association
NIIF	Network Interoperability Interface Forum
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
OCN	Operating Company Number
OLI	Originating Line Information
PIC	Primary Interexchange Carrier
PLU	Percent Local Usage
PON	Purchase Order Number
PSC	Public Service Commission
PUC	Public Utilities Commission
RDBS	Routing Data Base Systems

SLC	Subscriber Line Charge
SONET	Synchronous Optical Network
SPNP	Service Provider Number Portability
SS7	Signaling System 7
STP	Signaling Transfer Point
TCAP	Transaction Capabilities Application Part
WINDSTREAM	Windstream

APPENDIX A – Billing Dispute Form

Billing Company Contact Information Section:				
1. Billing Company Name:		2. Billing Contact Name:		
3. Billing Contact Address:		4. Billing Contact Phone:		
		5. Billing Contact Fax #:		
		6. Billing Contact Email:		
Disputing Company Contact Information Section:				
7. Disputing Company Name:		8. Disputing Contact Name:		
9. Disputing Contact Address:		10. Disputing Contact Phone:		
		11. Disputing Contact Fax #:		
		12. Disputing Contact Email:		
General Dispute Section:				
13. Date of Claim: (yyyy-mm-dd):		14. Status:	15. Claim/Audit Number:	
16. Service Type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date:		24. Dispute Reason Code:	25. Dispute Desc:	
23. Billed Amount: \$ _____				
26. Disputed Amount: \$			29. Dispute Bill Date From:	
27. Disputed Amount Withheld: \$			Dispute Bill Date Thru:	
28. Disputed Amount Paid: \$				
Dispute Information Section:				
30. Rate Element/USOC:			31. Rate: Billed Correct	
Factor Information:		36. Jurisdiction	37. Mileage: Billed Correct	
32. PIU: Billed Correct		<input type="checkbox"/> Non	38. Contract Name/#:	
33. PLU: Billed Correct		Jurisdictional	39. Business/Residence Indicator:	
34. BIP: Billed Correct		<input type="checkbox"/> Inter/Interstate	40: State:	
35. Other Factors:		<input type="checkbox"/> Intra/Interstate	41: LATA:	
Billed Correct		<input type="checkbox"/> Intra/Intrastate		
		<input type="checkbox"/> Inter/Intrastate		
		<input type="checkbox"/> Local		
Facilities/Dedicated Circuit Dispute Information Section:				
42. PON:			48. TN/All:	
43 SON:			49. Point Code:	
44. EC Circuit ID:			50. USOC Quantity:	
45 Circuit Location:			51. Two-Six Code:	
46. IC Circuit ID:				
47. CFA :				
52. Facilities From Date:		Thru Date:		

Usage Dispute Information Section:		
53. End Office CLLI:	54. TN/All:	
55. Usage Billed Units/Quantity:	56. Usage Billed Units/Quantity Disputed:	
57. Directionality: <input type="checkbox"/> N/A <input type="checkbox"/> Orig. <input type="checkbox"/> Term. <input type="checkbox"/> Combination	58. Query:	59. Query Type:
60. OC&C SON:	61 OC&C PON:	
62. Usage From Date:	Thru Date:	
Information Section:		
63. Tax Dispute Amount:	64. Tax exemption form attached : <input type="checkbox"/>	
65. Invoice(s) LPC billed:		
66. LPC paid, date of payment:		
OTHER		
67. Other remarks		
Resolution Information Section:		
68. Resolution Date:		
69. Resolution Amount: \$	70. Resolution Reason:	
71. Adjustment Bill Date:	72. Adjustment Invoice Number:	
73. Adjustment Phrase Code(s):	74. Adjustment BAN/	75. Adjustment SON:
76. Disputed Amount: \$	77. Amount Credited: \$	
78. Bill Section Adjustment will appear on: OC&C_____ Adjustment_____		
79. Resolution remarks:		

Appendix B: Price List

	Nonrecurring Charges	
	Initial	Additional
<u>Service Order Charges</u>		
New ¹	\$22.39	\$22.39
Change ²	\$9.00	\$9.00
Expedite Charge ³	\$21.76*	\$21.76*
Manual Service Order Charges ⁴	\$8.07*	\$8.07*
<u>Coordinated Cut-Over Charge</u>		
Basic Time per half (1/2) hour	\$45.00	\$45.00
Overtime per half (1/2) hour	\$62.50	\$62.50
Premium Time per half (1/2) hour	\$85.00	\$85.00

Transit Traffic MOU Rate \$0.003
 Reciprocal Compensation MOU Rate \$0.01000

¹ **New** – includes each local number portability request.

² **Change** - includes any rearrangement or change to an existing local number portability service, or supplemental requests.

³ **Expedite** - applies if TWCIS (KY) requests service prior to the standard due date intervals and the expedite request can be met by Windstream. *The Manual and Expedite Order charges are in addition to the applicable Service Order Charge.

⁴ **Manual** – applies to orders sent via facsimile, electronic mail or US Postal Service when Windstream Express is available. *The Manual and Expedite Order charges are in addition to the applicable Service Order Charge.