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Via electronic filing

December 9, 2019

Executive Director Gwen R. Pinson
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

RE: Interconnection Agreement between Duo County Telephone Cooperative and Teleport Communications America, LLC **PSC Reference 01218**

Dear Executive Director Pinson:

Submitted via EFS on behalf of Duo County Telephone Cooperative and Teleport Communications America, LLC is a negotiated interconnection agreement between the two companies. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

Please call or email me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Eileen M Bodamer'.

Eileen M Bodamer
Consultant to Duo County Telephone Cooperative

Enc.

Cc (email): Daryl Hammond, Duo County Telephone Cooperative

AGREEMENT

EFFECTIVE _____

by and between

Teleport Communications America, LLC

and

Duo County Telephone Cooperative Corporation, Inc.

FOR THE COMMONWEALTH OF KENTUCKY

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GENERAL TERMS AND CONDITIONS

PREFACE

This Agreement ("Agreement") is by and between Duo County Telephone Cooperative Corporation, Inc. ("Duo"), a corporation organized under the laws of the Commonwealth of Kentucky, with offices at 2150 North Main Street, Jamestown, KY 42629-0080 and Teleport Communications America, LLC, a Delaware company with offices at 1 AT&T Way, Bedminster, NJ 07921 ("TCA"). (TCA and Duo may be referred to hereinafter, each individually, as a "Party," and, collectively, as the "Parties").

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

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Duo and TCA hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes the Principal Document ("General Terms and Conditions"), including the Glossary, Additional Services Attachment, Interconnection Attachment, and Pricing Attachment. This Agreement specifies the rights and obligations of each Party with respect to the establishment of Local Interconnection within the incumbent service area of Duo. Certain terms used in this Agreement shall have the meanings defined in the Glossary of Terms, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations.
- 1.2 Each Party hereby incorporates by reference, to the extent applicable, those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in these General Terms and Conditions of the Agreement and any attachment or appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in the attachment or appendix shall prevail.
- 1.3 Except as otherwise expressly provided herein, no term or condition of the Agreement may be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a

Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

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

2. Regulatory Approvals

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

3. Term and Termination

- 3.1 This Agreement is effective on the earlier of: (i) the date the Commission deems the Agreement effective; or (ii) ninety (90) days after the filing of the Agreement with the Commission provided the commission does not reject the Agreement in the intervening period ("Effective Date").
- 3.2 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until: calendar date two years after effective date (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 3.3 Either TCA or Duo may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 3.4 If either TCA or Duo provides notice of termination pursuant to Section 3.3 and on or before the proposed date of termination either TCA or Duo has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 13), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between TCA and Duo; or, (b) the date one hundred and sixty (160) days after the proposed date of termination or any agreed upon extension thereof; except that, if either Party has filed a petition for arbitration of a new agreement with the Commission in accordance with Section 252, the terms and conditions of

this Agreement shall continue in effect until such time the arbitration is concluded and there is approval of a new agreement by the Commission.

- 3.5 If either TCA or Duo provides notice of termination pursuant to Section 3.3 and by 11:59 PM Eastern Time on the proposed date of termination neither TCA nor Duo has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated in accordance with requirements of the Commission and Applicable Law, if any, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms.

4. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment

Interconnection Attachment

Pricing Attachment

5. Applicable Law

- 5.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America, including but not limited to the Act, the rules, regulations and orders of the FCC and Commission and any orders or decisions of a court of competent jurisdiction, and (b) the laws of the Commonwealth of Kentucky, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws pursuant to the process(es) described in the Dispute Resolution Section of this Agreement.
- 5.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 5.3 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 5.4 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or

unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law and to achieve the same economic benefits as contemplated under this Agreement.

- 5.5 If any final and unstayed legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If the Parties can't reach a voluntary agreement any dispute shall be resolved pursuant to Section 15, Dispute Resolution. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, a Party is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided hereunder, then the providing Party may discontinue the provision of any such Service, payment or benefit. The providing Party will provide thirty (30) days prior written notice to the other Party of any such discontinuance of a Service, payment or benefit, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. If the other Party disputes the providing Party's interpretation of what may be required under Applicable Law under the relevant facts, the Parties will resolve the disagreement pursuant to the processes set forth in Section 15, Dispute Resolution, or either Party may, without delay and without participating in the dispute resolution process pursuant to Section 15, immediately pursue any available legal or regulatory remedy to resolve any question regarding what the providing Party is required to provide under Applicable Law.

6. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 6 shall be void and ineffective and constitute default of this Agreement.

7. Assurance of Payment

- 7.1 Upon request by Duo, TCA shall provide to Duo adequate assurance of payment of amounts due (or to become due) to Duo hereunder. Assurance of payment of charges may be required by Duo if TCA (a) in Duo's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to TCA by Duo, or (c) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it which is not withdrawn within thirty (30) days) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 7.2 Unless otherwise agreed by the Parties, the assurance of payment shall consist of a cash security deposit in U.S. dollars held by Duo. The cash security deposit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Duo, for the Services to be provided by Duo to TCA in connection with this Agreement.
- 7.3 To the extent that Duo elects to require a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.
- 7.4 Interest will be paid on all sums held on deposit pursuant to KRS 278.460.
- 7.5 Duo may (but is not obligated to) draw on the cash deposit, as applicable, upon notice to TCA in respect of any amounts to be paid by TCA hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 7.6 If Duo draws on the cash deposit, upon request by Duo, TCA shall provide a replacement or supplemental cash deposit conforming to the requirements of Section 7.2.
- 7.7 Notwithstanding anything else set forth in this Agreement, if Duo makes a request for assurance of payment in accordance with the terms of this Section, and TCA has failed to comply with such request within thirty calendar days following such request, then Duo shall have no obligation thereafter to perform under this Agreement until such time as TCA has provided Duo with such assurance of payment.
- 7.8 The fact that a deposit is requested by Duo hereunder shall in no way relieve TCA from compliance with the requirements of this Agreement as to advance payments and payment for Services, nor constitute a waiver or

modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

8. Audits

- 8.1 Except as may be otherwise specifically provided in this Agreement, either Party (“Auditing Party”) may audit the other Party’s (“Audited Party”) books, records, documents, facilities and systems for the purpose of evaluating the accuracy of billing between the Parties. Such audits may be performed once in each calendar year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each calendar quarter).
- 8.2 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all documents and records, reasonably necessary to assess the accuracy of the Audited Party’s bills.
- 8.3 Audits shall be performed at the Auditing Party’s expense, provided that there shall be no charge for reasonable access to the Audited Party’s records necessary to assess the accuracy of the Audited Party’s bills in the format in which such records are stored by the Audited Party.
- 8.4 In the absence of documentation reasonably required to complete an Audit under this Section 8, the Audited Party shall provide reasonable assistance to the Auditing Party to address those items undocumented but identified by the Auditing Party as being necessary for Audit completion.

9. Authorization

- 9.1 Duo represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 9.2 TCA represents and warrants that it is a Limited Liability Corporation organized in the State of Delaware and validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 9.3 TCA Certification. Notwithstanding any other provision of this Agreement, Duo shall have no obligation to perform under this Agreement until such time as TCA has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Kentucky. TCA shall not place any orders under this Agreement until it has obtained such authorization. Duo reserves the right to validate authorization prior to providing service to TCA.

10. Billing and Payment; Disputed Amounts

- 10.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form and on approximately the same day of the month, statement(s) of charges incurred by the other Party under this Agreement. The Parties shall also exchange billing information to process claims and adjustments as between themselves and on behalf of their Customers.
- 10.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or, (b) thirty (30) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer or check.
- 10.3 If any portion of an amount billed by a Party under this Agreement is subject to good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. Previously paid amounts that are subsequently disputed shall not be withheld (i.e., no "claw back") and the billed Party shall pay by the Due Date all current undisputed amounts. Billing disputes shall be subject to the terms of Section 15, Dispute Resolution.
- 10.4 Notwithstanding the foregoing, no dispute shall be permitted more than two (2) years after the date a charge was initially billed to the disputing Party.
- 10.5 Undisputed charges due to the billing Party that are not paid by the Due Date shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party that shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 10.6 Disputed charges withheld from payment that are found to be valid will be subject to a late payment fee in an amount specified by the billing Party that shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month (including any unpaid previously billed late payment charges) per month plus any collection costs, including legal fees and interest on such legal fees, incurred by the billing party.

- 10.7 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.
- 10.8 The foregoing notwithstanding, Parties agree that TCA will pay disputed charges on amounts billed by Duo as non-Subject Traffic under this Agreement during the pendency of the resolution of the dispute. Refusal of TCA to pay such charges will be deemed a Default subject to Section 13 of this Agreement.
- 10.9 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses:

To Duo: Duo County Telephone Cooperative Corporation, Inc.
Accounts Payable
PO Box 80
Jamestown, KY 42629
Email: Temerson@duobroadband.com
Phone: 270-343-1171

To TCA: Teleport Communications America, LLC
300 North Point Parkway
Alpharetta GA 30005

Attn: Krishna Kumar
Electronic Billing is Preferred (BDT Format)
Email: krishna.kumar.6@att.com
Phone: 888-786-1211 Ext. 8218768

11. Confidentiality

- 11.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including, but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend

and that the Proprietary Information will be returned to the owner within a reasonable time upon request of the disclosing Party. Both Parties agree that the Proprietary Information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care, which in no event shall be less than a reasonable standard of care, to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

- 11.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law (provided that (A) the receiving Party immediately after notice of such action notifies disclosing Party of such action to give disclosing Party the opportunity to seek any other legal remedies to maintain the confidentiality of such Proprietary Information, if permitted by law, and (B) receiving Party discloses such Proprietary Information with the highest level of confidentiality designation available under any protective or like order associated with the administrative or judicial action); or 6) approved for release by written authorization of the disclosing Party.
- 11.3 Upon termination of this Agreement, the Parties shall destroy all Proprietary Information of the other party that remains in its possession within thirty (30) calendar days.
- 11.4 Each Party's obligations under this Section 11 shall survive the expiration or termination of this Agreement for a period of three (3) years.

12. Counterparts

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

13. Default

Subject to Sections 10.3 and 10.8, if either Party (“Defaulting Party”) fails to make a payment required by this Agreement (including, but not limited to, any payment required by Sections 10.3 of undisputed amounts to the billing Party and/or any payment required by Section 10.8 of disputed charges billed by Duo as non-Subject Traffic) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by five (5) business days advance written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

14. Discontinuance of Service by TCA

If TCA proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, TCA shall send written notice of such discontinuance to Duo. TCA shall send such notice at least thirty (30) days prior to its discontinuance of service or as required by law, whichever is greater. To the extent any Customers are to be transitioned to Duo as a result of TCA’s discontinuance of service, the Parties will work cooperatively in an effort to minimize customer disruption. This Agreement shall be deemed terminated upon the date of such discontinuance.

15. Dispute Resolution

- 15.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own representative in the negotiation. The Parties’ representatives shall meet at least once within forty-five (45) days after the date of the initiating Party’s written notice in an attempt to reach a good faith resolution of the dispute. Nothing herein shall prevent either Party from seeking relief through a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with a dispute resolution process.
- 15.2 Any time after the initial forty-five (45) day period, if Parties are unable to reach resolution of the dispute, either Party may request that both Parties escalate the resolution to their designated next level contact. Upon such request, each Party will notify the other within ten (10) days of their

designated contact for such discussions. Parties will continue good faith negotiation at the next level of escalation for no less than fifteen (15) days before seeking alternative resolution.

- 15.3 After such time either Party, upon written notice, may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
- 15.4 Nothing in this Section shall prohibit Parties from seeking third-party resolution or assistance in resolution of disputes upon mutual agreement.

16. Force Majeure

- 16.1 Neither Party shall be responsible for any delay or failure in performance that results from causes beyond its reasonable control (“Force Majeure Events”), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, fiber cuts, flood, fire, explosion, earthquake, volcanic action, power or equipment failures, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), government codes, ordinances, laws, rules regulations or restrictions, inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 16.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.
- 16.3 Notwithstanding the provisions of Sections 16.1 and 16.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 16.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.
- 16.5 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or acts or failures to act of any

governmental entity or official (to the extent such acts or failures to act were not caused or solicited by either Party).

17. Forecasts

In addition to any other forecasts required by this Agreement, upon request by Duo, TCA shall provide to Duo forecasts regarding the Services that TCA expects to purchase from Duo, including, but not limited to, forecasts regarding the types and volumes of Services that TCA expects to purchase and the locations where such Services will be purchased. Such forecasts shall be considered Proprietary Information under the terms of this Agreement, and distribution of the forecasts or information based on such forecasts shall be treated as such, with access limited to those persons associated with the Providing Party who need to know such Proprietary Information in order to adequately provision the types and volumes of Services that the Purchasing Party expects to purchase at the locations where such Services will be purchased. The Providing Party shall exercise commercially reasonable best efforts to adequately provision the types and volumes of Services forecast by the Purchasing Party.

18. Fraud

Each Party assumes responsibility for all fraud associated with its respective Customers and accounts. A Party shall bear no responsibility for, nor is it required to investigate or make adjustments to the other Party's account(s) in cases of, fraud by the other Party's Customers or other third parties. Provided, however, both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

19. Good Faith Performance

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

20. Headings

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

21. Indemnification

21.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and

the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property ("Third Party Claim") of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

21.2 Indemnification Process:

21.2.1 As used in this Section 21, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 21.1.

21.2.2 An Indemnifying Party's obligations under Section 21.1 shall be conditioned upon the following:

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

21.2.4 If the Indemnified Person fails to comply with Section 21.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

21.2.5 Subject to 21.2.6 and 21.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

- 21.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 21.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Person, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.
- 21.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 21.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 21.3 Except as otherwise provided above, each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement
- 21.4 Each Party's obligations under this Section 21 shall survive expiration, cancellation or termination of this Agreement.

22. Insurance

Each Party warrants to the other Party that it has and will maintain insurance in compliance with applicable state and federal law. In the event that TCA requests additional services not provided for in this Agreement, Parties agree that any amendment negotiated for such service may require additional insurance obligations.

23. Intellectual Property

23.1 This Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

23.2 Except as stated in Section 23.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

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

23.4 TCA agrees that the Services provided by Duo hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Duo and Duo's vendors. Duo agrees to advise TCA, directly or through a third party, of any such terms,

conditions or restrictions that may limit any TCA use of a Service provided by Duo that is otherwise permitted by this Agreement when Duo has knowledge of any such limitations. At TCA's written request, to the extent required by Applicable Law, Duo will use Duo's best efforts, as commercially practicable, to obtain intellectual property rights from Duo's vendor to allow TCA to use the Service in the same manner as Duo that are coextensive with Duo's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Duo has obtained Duo's intellectual property rights. TCA shall reimburse Duo for the cost of obtaining such rights.

24. Joint Work Product

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

25. Law Enforcement

- 25.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 25.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 25.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

26. Liability

- 26.1 As used in this Section 26, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the

like, occurring in the course of the provision of any Services under this Agreement.

- 26.2 Except as otherwise stated in Section 26.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 26.3 Except as otherwise stated in Section 26.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 26.4 The limitations and exclusions of liability stated in Sections 26.1 through 26.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise at law or in equity.
- 26.5 Nothing contained in Sections 26.1 through 26.4 shall exclude or limit liability:
- i. under Sections 21.2, Indemnification Process, or 40, Taxes;
 - ii. or any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;
 - iii. or a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - iv. under any order or requirement of the FCC or Commission; or
 - v. under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 26.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 26 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the

smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

27. Network Management

- 27.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. TCA and Duo will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 27.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 27.3 Interference or Impairment. If a Party (“Impaired Party”) reasonably determines that the services, network, facilities, or methods of operation, of the other Party (“Interfering Party”) is or is likely to interfere with or impair the Impaired Party’s provision of services or the operation of the Impaired Party’s network or facilities, the Impaired Party shall promptly notify the Interfering Party of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be imposed by the Impaired Party, subject to the following:
1. The Interfering Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.
 2. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, if the Interfering Party is unable to remedy the Impairment, then the Impaired Party may temporarily discontinue the use of or disconnect the affected circuit, facility or equipment with at least ten (10) days’ prior written notice to the Interfering Party of the need to correct the condition within said time period or other timeframe as the Parties may mutually agree; provided however, that the Impaired Party takes such action in a

nondiscriminatory manner across all Impairing Parties.

3. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

27.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow its standard procedures for isolating and clearing the outage or trouble.

28. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

29. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

30. Notices

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

- i. shall be in writing;
- ii. shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by certified or registered U.S. mail, postage prepaid, (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding, or, (e) by electronic mail, with a copy delivered in accordance with (a), (b) or (c), preceding; and
- iii. shall be delivered to the following addresses of the Parties:

To Duo: Thomas E. Preston
CEO / Executive Vice President
2150 N. Main Street
Jamestown, KY 42629
Ph: 270-343-3131
Email: tpreston@duobroadband.com

To TCA: David Handal
Director Sourcing Operations
AT&T
1 AT&T Way, Room 4A105
Bedminster, NJ 07921
Phone: 908-234-3707
Email: david.handal@att.com

With a copy to: Damaris Ortiz
Lead Carrier Relations Manager
AT&T
65 Southgate Blvd
New Castle, DE 19720
Phone: 302-419-8971
Email: damaris.ortiz@att.com

or to such other address as either Party shall designate by proper notice.

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

31. Point of Contact for TCA and Duo Customers

Each Party shall establish telephone numbers and mailing addresses at which each Party's respective Customers may communicate with the Party and shall advise its Customers of these telephone numbers and mailing addresses.

32. Predecessor Agreements

Unless otherwise agreed in writing by the Parties any prior interconnection / EAS agreement between the Parties for the Commonwealth of Kentucky in effect immediately prior to the Effective Date is hereby terminated, as of the Effective Date of this Agreement, by mutual agreement.

33. Publicity and Use of Trademarks or Service Marks

- 33.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 33.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.
- 33.3 Any violation of this Section shall be considered a material breach of this Agreement.

34. References

- 34.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.
- 34.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, document, or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

35. Relationship of the Parties

- 35.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 35.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 35.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

- 35.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its respective employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its respective employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 35.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 35.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

36. Reservation of Rights

- 36.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (c) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry forum. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.
- 36.2 The Parties recognize that Duo is a rural telephone company and is entitled to all rights afforded 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 Duo does not waive, any rights including, but not limited to, the rights afforded Duo under 47 USC § 251(f).

37. Subcontractors

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

38. Successors and Assigns

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

39. Survival

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

40. Taxes

40.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge, including but not limited to sales, use, value added, consumption, universal service, gross receipts, foreign withholding, excise, access, bypass, ad valorem, and franchise taxes, fees, surcharges, or other tax-like charges, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the purchasing Party by the providing Party, then (a) the providing Party shall properly bill the purchasing Party for such Tax, (b) the purchasing Party shall timely remit such Tax to the providing Party and (c) the providing Party shall timely remit such collected Tax to the applicable taxing authority. Where applicable by law, Taxes are recovered through imposition of a percentage surcharge(s) on the charges for provided service(s) provided the surcharge does not exceed the statutory amount.

40.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (a) shall provide the providing Party with notice in writing in accordance with Section 40.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

40.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third-party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (a) shall be required

to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

- 40.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 40.1, then, as between the providing Party and the purchasing Party, (a) the purchasing Party shall remain liable for such uncollected Tax and (b) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 40.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 40.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 40.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 40.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any liabilities, penalties, interest, costs, reasonable attorneys' fees, and other charges and expenses incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

- 40.5 Tax exemptions and Exemption Certificates. If Applicable Law exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 40.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.
- 40.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 40, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 30.
- 40.7 Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

41. Technology Upgrades

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

42. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any remedy, claim, liability, reimbursement, claim of action, or other rights in excess of those by reference in this Agreement. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

43. Use of Service

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

44. Waiver

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

45. Voluntary Agreement

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

46. Warranties

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

47. Entire Agreement

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

48. Local Dialing Parity

Parties shall permit telephone exchange service customers within a local calling area to dial the same number of digits to make a local telephone call notwithstanding the identity of the customer's or the called party's telecommunications service provider provided however, that TCA has established and maintains arrangements for the receipt of such traffic under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates so indicated.

Teleport Communications America, LLC

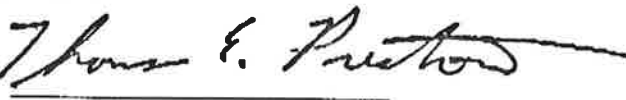
By: 

Printed: David Handal

Title: Director Sourcing Operations

Date: 12/9/2019

Duo County Telephone Cooperative Corporation, Inc.

By: 

Printed: Thomas E. Preston

Title: CEO/Executive VP

Date: 12-9-2019

GLOSSARY

1. General Rule

- 1.1 The provisions of Sections 1.1 through 1.4 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.
- 1.2 Unless the context clearly indicates otherwise, when used in the Principal Document the terms listed in this Glossary shall have the meanings stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth on this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary that is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words “shall” and “will” are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

- 2.1 Access Service Request (“ASR”). An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.
- 2.2 Calling Party Number (“CPN”). A CCS parameter that identifies the calling party’s telephone number.
- 2.3 Central Office. A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXX”). Sometimes this term is used to refer to a telephone company

building in which switching systems and telephone equipment are installed.

- 2.4 Central Office Switch. A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.
- 2.5 Commission. Kentucky Public Service Commission
- 2.6 Customer. A third party subscriber to Telephone Exchange Services provided by either of the Parties.
- 2.7 End Office Switch or End Office. A switching entity that is used to terminate Customer lines for the purpose of interconnection to each other and to trunks.
- 2.8 End User. A third-party residence or business that is the ultimate subscriber to service(s) provisioned by a Party to this Agreement.
- 2.9 Extended Area Service ("EAS"). EAS is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area, and are physically located in that Local Service Exchange Area, are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area in which they are physically located on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas, and is consistent with the service area within which Duo's End User customers may make landline-to-landline calls without incurring a toll charge, as established by Duo's General Subscriber Service Tariff.
- 2.10 FCC. The Federal Communications Commission.
- 2.11 Foreign Exchange ("FX"). As service in which the number assigned to or utilized by an End User or Customer differs from the Rate Center Area

associated with the physical location of that End User or Customer. FX service traffic is not Subject Traffic.

- 2.12 Interexchange Carrier (“IXC”). A Telecommunications Carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.
- 2.13 InterLATA Service. Shall have the meaning set forth in the Act.
- 2.14 IntraLATA. Telecommunications services that originate and terminate at a point within the same LATA.
- 2.15 Local Access and Transport Area (“LATA”). Shall have the meaning set forth in the Act.
- 2.16 Local Exchange Routing Guide (“LERG”). The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 2.17 Local Service Exchange Area. A specific geographic service area encompassing an exchange area served by a Party as defined by the Duo’s General Subscriber Service Tariff.
- 2.18 Local Service Request (“LSR”). An industry standard or similar form used by the Parties to add, change or disconnect local service pursuant to this Agreement.
- 2.19 Numbering Plan Area (“NPA”). Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the North American Numbering Plan.
- 2.20 NXX, NXX Code, Central Office Code or CO Code. The second three digits (NXX) of a ten-digit telephone number in the form NPA NXX-XXXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9.
- 2.21 Point of Interconnection (“POI”). The physical location where the Party’s facilities physically interconnect for the purpose of exchanging traffic. The POI will also serve as the demarcation point between the facilities that each Party is responsible to provide and establishes the interface, the test point, financial and the operational responsibility hand-off of the Parties’ respective networks.
- 2.22 Rate Center Area or Exchange Area. The geographic area that has been identified by a given ILEC as being associated with a particular NPA-NXX code assigned to the ILEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the ILEC has identified as the area within which it will provide Telephone

Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

- 2.23 Signaling System 7 (“SS7”). The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph and the American National Standards Institute.
- 2.24 Subject Traffic. Traffic (*excluding* Commercial Mobile Radio Services traffic, e.g., paging, cellular, PCS) that is originated by an End User of one Party on that Party’s network and terminates to an End User of the other Party on that Party’s network where both End Users are physically located within Duo’s local service exchange area or mandatory EAS service area as defined in Duo’s effective Local Exchange Tariff. Subject Traffic does not include optional local calling scope traffic, i.e. optional rate packages that permit the End User to choose a local calling scope beyond their basic exchange serving area for an additional fee, referred to hereafter as “optional EAS,” or FX Traffic. Notwithstanding the foregoing, Traffic delivered to Duo by TCA that exceeds a 3:1 ratio of traffic delivered to TCA by Duo is non-Subject Traffic, unless proven to be Subject Traffic utilizing the Dispute Resolution process. Any traffic not defined as Subject Traffic is non-Subject Traffic and is subject to the terminating Party’s applicable access tariff rates regardless of the technology used to deliver the traffic.
- 2.25 Switched Exchange Access Service. Transmission and switching services provided for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services may include: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.
- 2.26 Tandem Switches. A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers’ aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.
- 2.27 Tariff. A filing made at the state or federal level or a published price list and / or general terms of service, for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing or price list may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 2.28 Telecommunications Carrier. Shall have the meaning set forth in the Act.
- 2.29 Telecommunications Services. Shall have the meaning set forth in the Act.

- 2.30 Telephone Exchange Service. Shall have the meaning set forth in 47 U.S.C. § 153(47).
- 2.31 Toll Traffic. Traffic that is originated by a Customer of one Party on that Party's network and delivered to a Customer of the other Party on that Party's network and is not Subject Traffic (as defined by Duo's filed and approved local exchange Tariff). Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are physically within the same LATA.
- 2.32 Transit Service. A switching and transport function which allows one Party to send Transit Traffic to a third-party network through the other Party's Tandem and/or transport facilities.

ADDITIONAL SERVICES ATTACHMENT

1. Directory Listing and Directory Distribution

TCA will work directly with a third party vendor in order to make its Directory Listing available to any and all publishers. Duo will not impede TCA in the listing of TCA's End Users for inclusion in Duo's directory. Any charges for directory listings or distribution will be between TCA and publisher or publishers.

2. Number Portability

2.1 The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. The Parties shall provide LNP on a reciprocal basis.

2.2 If an "LNP Date Modifications / End User Not Ready" request is made outside normal business hours (if available) or is made within normal business hours and requires additional internal or outside work force, or the Porting Party requires a SOA release, the Requesting Party (i.e. the Porting Party or the New Service Provider) will be assessed an "Expedited Order Charge" as found in the Pricing Attachment of this Agreement.

2.3 By signing this Agreement, Parties agree that neither will request LNP of a customer without valid authority to do so. In the event that a customer claims that such authority doesn't exist and the porting Party cannot produce its authority for doing so, service will be re-established on the original Party and the "Service Restoration" fee will be billed to and paid by the Party that requested the port without proper authority.

3. E911 / 911

Duo does not provide 911 services and any such services are wholly the responsibility of TCA. Should Duo provide 911 services, Duo will allow TCA to order such service from Duo. Each Party will make their own ALI database updates.

INTERCONNECTION ATTACHMENT

1. General

1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between Duo and TCA, for the purpose of the exchange of Subject Traffic that is originated by an End User of one Party and is terminated to an End User of the other Party, where each Party directly provides Telephone Exchange Service to its End Users physically located in the Exchange Area. Each Party is responsible for all traffic delivered under this Agreement regardless of whether such traffic is provisioned as wholesale for use by other Customers or by either Party on a retail basis to that Party's End Users.

1.2 This Attachment describes the physical architecture for the interconnection of the Parties' facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End Users of the Parties pursuant to Section 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.

1.3 Rate Arbitrage

1.3.1 Each Party agrees that it will not provision any of its services or the services of a third-party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on Local Interconnection Trunks. This Rate Arbitrage includes, but is not limited to, Customers, third-party carriers, traffic aggregators, and resellers.

1.3.2 If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End Users or any entity to conduct Rate Arbitrage or that permits the End User or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the local interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay the terminating switched access rate provided in the other Party's approved state access tariff to the other Party for traffic subject to Rate Arbitrage or that is incorrectly routed.

1.3.3 If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage (“Initiating Party”) shall have the right to audit the other Party’s records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. Upon request by Duo, TCA shall be required to obtain any applicable records of any Customer or other third party utilizing TCA’s interconnection with Duo. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable once per calendar quarter.

1.4 Each Party (“Providing Party”) shall provide to the other Party, in accordance with this Agreement and Applicable Law, interconnection with the Providing Party’s network for the transmission and routing of Subject Traffic.

2. Methods of Interconnection; Points of Interconnection (POI) and Trunk Types

2.1 Point(s) of Interconnection (“POI”).

2.1.1 Parties shall provide interconnection of their networks at any technically feasible point on the Duo network as specified in this Agreement or as otherwise agreed to in writing by the Parties. Parties agree that each Party is financially and operationally responsible for facilities on its side of the POI. Each Party is responsible for delivering its originating traffic to the POI for delivery to the terminating Party.

2.1.2 Parties agree that the POI will be located at any of the following locations.

- a) An Duo tandem or end office switch;
- b) Any other location agreed to by the Parties at which Duo has facilities available for such interconnection.

2.1.3 TCA may lease facilities from Duo, lease facilities from a third-party or self-provision facilities to reach the POI(s).

2.2 Trunk Types.

In interconnecting their networks pursuant to this Attachment, the Parties’ will use, as appropriate, the following separate and distinct trunk groups:

- a) Local Interconnection Trunks for the transmission and routing of

Subject Traffic between their respective Telephone Exchange Service Customers, all in accordance with Section 5.1 of this Attachment;

- b) Miscellaneous Trunk Groups for the exchange of default routed traffic or other traffic as mutually agreed to by the Parties.

2.3 Interconnection Trunks

- 2.3.1 The Parties agree to provision Local Interconnection Trunks on a two way basis. If requested by either Party, prior to provisioning any Local Interconnection Trunks, the Parties may meet (telephonically or in person) to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Local Interconnection Trunks and the interface specifications at the Point of Interconnection ("POI").
- 2.3.2 Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) facilities, with a DS1, DS3 or higher interface as justified by the traffic volume exchanged between the Parties and where technically feasible and commercially available.
- 2.3.3 With respect to Local Interconnection Trunks, both Parties shall engineer to P.01 grade of service.
- 2.3.4 TCA shall determine and provision the number of Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Local Interconnection Trunk group. TCA shall provision Local Interconnection Trunks by submitting ASRs to Duo setting forth the number of Local Interconnection Trunks to be installed and the requested installation dates within Duo's effective standard intervals or negotiated intervals, as appropriate. TCA shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.
- 2.3.5 TCA is solely responsible for the ordering of adequate Local Interconnection Trunks to carry traffic under this agreement, provided however that Duo shall provision Local Interconnection Trunks ordered by TCA within Duo's standard provisioning intervals for similarly situated carriers.
- 2.3.6 Each Party will bear all recurring and non-recurring charges associated with Local Interconnection Trunk groups on its side of the POI established pursuant to this Agreement. Neither Party shall

have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

3. Alternative Interconnection Arrangements

In addition to the foregoing Methods of Interconnection, as described in Section 2 above, the Parties may mutually agree to establish alternative methods of interconnection.

4. Transmission and Routing of Subject Traffic

4.1 Scope of Traffic.

Section 4 prescribes parameters for Local Interconnection Trunks used for Interconnection.

4.2 Trunk Group Connections and Ordering.

4.2.1 Both Parties shall use a DS-1 interface at the POI unless otherwise agreed to by the Parties. Upon mutual agreement the Parties may use other types of interfaces, such as DS3 or STS-1, at the POI, where technically feasible and available. When Local Interconnection Trunks are provisioned using a DS-3 interface facility, TCA shall order the multiplexed DS-3 facilities to the Duo Central Office that is designated in the NECA 4 Tariff as tandem location, unless otherwise agreed to in writing by Duo. Local Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG.

4.2.2 TCA will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to Duo when ordering a trunk group.

4.2.3 Unless mutually agreed to by both Parties, each Party will out pulse ten (10) digits to the other Party.

4.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives.

4.2.5 Switching System Hierarchy and Trunking Requirements. For purposes of routing TCA traffic to Duo, the subtending arrangements between Duo Tandem Switches and Duo End Office Switches shall be the same as the Tandem/End Office subtending arrangements Duo maintains for the routing of its own or other carriers' traffic. For purposes of routing Duo traffic to TCA, the

subtending arrangements between TCA Tandem Switches and TCA End Office Switches shall be the same as the Tandem/End Office subtending arrangements that TCA maintains for the routing of its own or other carriers' traffic.

- 4.2.6 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 8.

5. Trunk Groups and Compensation for Exchange of Traffic

5.1 Local Trunk Group for the Exchange of Subject Traffic

- 5.1.1 Parties agree that Local Trunk groups described herein will carry only Subject Traffic.
- 5.1.2 Parties expressly agree that traffic not provided in 5.1.1, including but not limited to third Party traffic (including CMRS) and toll traffic, is not permitted to be carried on Local Trunk Group(s).
- 5.1.3 In the event Duo believes that traffic terminated to it via a Local Trunk Group(s) contains non-Subject Traffic ("Misrouted Traffic"), then Duo will notify TCA of the contaminated group(s) and provide results of its analysis in a written notice. The TCA will have ten (10) days from receipt of such notice to reroute the Misrouted Traffic to an access trunk to maintain treatment of traffic on the Local Trunk Group(s) as local.
- 5.1.4 Should the delivering Party in Section 5.1.3 above fail to correct the traffic contamination within ten (10) days pursuant to Section 5.1.3 above, Duo will treat that portion of Misrouted Traffic terminated over the Local Trunk Group(s) as Interexchange Access and will bill – and TCA will pay – at rates contained in its interstate and intrastate access tariffs regardless of the technology used for the delivery of such traffic. Parties agree that the Duo may bill Misrouted Traffic by deriving a Misrouted Traffic Factor and applying that factor to traffic and facilities used by TCA to deliver the Misrouted Traffic. In addition to the foregoing and notwithstanding the Dispute Resolution provisions of Section 15 of the General Terms & Conditions, Duo may also immediately pursue any other pursue remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
- 5.1.5 Upon written notice from TCA that such contamination has been corrected, the Duo will have ten (10) days to provide a written response to the correction notice. Should Duo confirm the

correction or not respond to the correction notice within ten (10) days, compensation starting from the date of correction will be based on the exchange of Subject Traffic; otherwise Duo shall continue to treat the traffic pursuant to 5.1.4.

5.1.6 Nothing herein shall prevent either Party from seeking Dispute Resolution pursuant to Section 15 of the General Terms and Conditions of this Agreement.

5.1.7 Repeated contamination of Local Trunk groups as provided in this Section 5.1 will be considered a breach of this Agreement pursuant to Section 13 of the General Terms and Conditions of the Agreement.

5.2 Calling Party Number

5.2.1 For billing purposes, each Party shall pass accurate Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Trunks established pursuant to this Agreement.

5.2.2 If the originating Party passes accurate CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall use the traffic carrying CPN to bill the originating Party for traffic applicable to each relevant minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at applicable compensation rates for each relevant minute of traffic, as provided in Pricing Attachment and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

5.2.3 Where accurate CPN is not available on a trunk group for greater than five percent (5%) of the traffic, the Party receiving the traffic will bill, and the Party delivering such traffic shall pay, for each relevant minute of use that fails to carry CPN receiving Party's tariffed terminating intrastate access rate.

5.3 Compensation.

5.3.1 The Parties shall reciprocally compensate each other for the transport and termination of Subject Traffic delivered to the terminating Party in accordance at the rates stated in the Pricing Attachment. These rates are to be applied from the POI for termination onto either Party's network. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the POI to the End User of Subject Traffic

delivered to the POI.

5.3.2 TCA may purchase transport from Duo to the POI at rates contained in the Pricing Attachment.

5.4 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in Section 5.3 above, but instead shall be treated as described or referenced below:

5.4.1 Tandem Transit Traffic shall be treated as specified in Section 6 below of this Attachment.

5.4.2 Non-Subject Traffic will be treated as access and compensated pursuant to Section 5.1.

5.4.3 FX Traffic is Non-Subject Traffic under this Agreement. Parties agree to work cooperatively to identify and determine what percentage of traffic exchanged between the Parties is Non-Subject FX traffic. As long as the percentage of FX Traffic is de minimus when compared to Subject Traffic (i.e., the amount of FX traffic is less than 10% of total Subject Traffic exchanged), Parties will allow such traffic to be exchanged over Local Interconnection Trunks provided however such traffic will be billed as applicable originating or terminating access rates.

5.4.4 No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.

5.5 Each Party reserves the right to audit all Traffic at its own cost and expense, up to a maximum of one audit per calendar quarter, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner. Nothing herein shall limit either Party from enforcing the terms of this Agreement as described in 5.1.

6. Tandem Transit Traffic

Notwithstanding any other terms of this Agreement, at the time of the Effective Date of this Agreement, Duo does not offer Transit Service, as herein defined in the Glossary Attachment of this Agreement, to TCA or any other connecting carriers. In the event that Duo subsequently offers Transit Service to any third party connecting carrier, Duo will promptly notify TCA of the availability of Transit Service. Upon such notice, the Parties agree to negotiate in good faith terms for the completion and compensation of Transit Traffic and amend this Agreement accordingly. If, within thirty (30) days of the notice of availability of

Transit Service, the Parties have been unable to negotiate terms for completion and compensation of Transit Traffic, the Parties shall resolve it pursuant to the Dispute Resolution terms of the Agreement. During the pendency of the dispute, if requested by TCA, Duo shall provide Transit Service to TCA via the Local Trunk Group, subject to true-up of compensation upon resolution of the dispute.

7. Number Resources and Rate Centers

- 7.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers corresponding to such NXX codes.
- 7.2 Except as otherwise provided herein, the Parties agree that Central Office ("CO") codes/blocks allocated to either Party are to be utilized to provide service to an End User's premise physically located in the same rate center that the CO codes/blocks are assigned. Foreign Exchange (FX) service traffic is non-Subject Traffic under this Agreement
- 7.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG.
- 7.4 For purposes of intercarrier compensation during the term of this Agreement, TCA shall adopt the Rate Center Area that the Commission has approved for Duo within the LATA and Tandem serving area, in all areas where Duo and TCA service areas overlap.
- 7.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain TCA's choices regarding the size of the local calling area(s) that TCA may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Duo's local calling areas.

8. Joint Network Deployment and Maintenance Activities

8.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") that may define and detail, inter alia, the following:

- i. standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Duo's network and in

accordance with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01;

- ii. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- iii. disaster recovery provision escalations; and
- iv. such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

8.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 8.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

PRICING ATTACHMENT

1. As used in this Attachment, the term “Charges” means the rates, fees, charges and prices for a Service provided by the Parties to each other pursuant to this Agreement.
2. Charges for Services shall be as stated in this Pricing Attachment.
3. Except as provided in the Agreement for Services pursuant to Tariff, the Charges shall be as stated in this Pricing Attachment.
4. If Charges for a Service are provided for in this Agreement, such Charges shall apply.
5. In the absence of Charges for a Service established pursuant to this Pricing Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

Rates and Charges for Transportation and Termination of Traffic

1. The Reciprocal Compensation termination rate element that applies to Subject Traffic on a minute of use basis for traffic *Note 1*
2. Entrance / Transport Facility Charges: Pursuant to Duo County Telephone Cooperative Corporation Inc. PSC KY No. 2A as amended or its successor Tariff.

Local Number Portability Services

1. Expedited Order Charge: \$ 45.00 per order (if requested for an expedite)
2. Service Restoration Fee: \$ 55.00 per order plus \$10 per number ported

Note 1: Parties agree at this time that neither Party will bill the other Party for the exchange of Subject Traffic (“Bill and Keep”).