November 15, 2022

VIA OVERNIGHT DELIVERY

Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-5701

Re: *Approval of the Interconnection Agreement Negotiated by and between Waverly Hall Telephone Company and MCC Telephony Of Georgia, LLC DBA Mediacom, Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

Dear Ms. Tanner:

Enclosed for filing is the Petition for Approval and the Interconnection Agreement negotiated by and between Waverly Hall Telephone Company and MCC Telephony of Georgia, LLC DBA Mediacom. Both Parties respectfully request that the Interconnection Agreement be reviewed and considered for approval at the Commission's earliest convenience.

John Staurulakis, Inc. is filing the enclosed petition and Interconnection Agreement on behalf of Waverly Hall Telephone Company.

Thank you for your assistance in this matter.

Sincerely,

Yvette Trammell
Staff Consultant – Regulatory Affairs
John Staurulakis, Inc.

cc: Deb Rand, Waverly Hall Telephone Company (*via* email)
Ann Sokolin-Maimon, MCC Telephone of Georgia, LLC dba Mediacom (*via* email)

BEFORE THE PUBLIC SERVICE COMMISSION OF GEORGIA
Atlanta, Georgia 30334-5701

In Re: *Approval of the Interconnection Agreement Negotiated by and between Waverly Hall Telephone Company and MCC Telephone of Georgia, LLC dba Mediacom, Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BY AND BETWEEN WAVERLY HALL TELEPHONE COMPANY AND MCC TELPHONY OF GEROGIA, LLC DBA MEDIACOM, PURSUANT TO SECTIONS 251 (a) AND 251(b)(5) OF THE TELECOMMUNICATIONS ACT OF 1996

Waverly Hall Telephone Company("Waverly") respectfully files this request with the Georgia Public Service Commission for approval of the attached Interconnection Agreement (the "Agreement") negotiated by and between Waverly and MCC Telephone of Georgia, LLC dba Mediacom ("Mediacom") pursuant to Sections 251 (a) & (b)(5) of the Telecommunications Act of 1996 ("the Act"). The Agreement provides for the interconnection and mutual exchange of traffic between the two companies' networks. Waverly, therefore, respectfully requests that the Commission act within the ninety (90) days as specified by the Act and approve the Agreement.

In support of its request, Waverly states the following:

THE PARTIES

1. Waverly is an incumbent local exchange carrier authorized to provide local exchange service in the State of Georgia.

2. Mediacom is competitive local exchange telecommunications company authorized to provide telecommunications Services in the State of Georgia

THE AGREEMENT

3. Waverly and Mediacom have successfully negotiated the Agreement for the continued interconnection and mutual exchange of traffic between the two companies' networks. A copy of the Agreement is attached hereto and incorporated herein by reference.

4. Waverly and Mediacom have entered into this Agreement, pursuant to Sections 251(a) and 251(b)(5) of the Act.

5. Pursuant to Section 252(e) of the Act, Waverly is submitting the Agreement to the Georgia Public Service Commission for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the Georgia Public Service Commission is charged with approving or rejecting the Agreement between Waverly and Mediacom within ninety (90) days of its submission. The Act provides that the Georgia Public Service Commission may reject such an Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement,

or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. Waverly and Mediacom aver that the Agreement is consistent with the standards for approval.

10. Pursuant to Section 252(i) of the Act, once the Agreement is approved, Waverly will make the entire Agreement, as amended, available to any similarly situated telecommunications carrier.

11. Waverly respectfully requests that the Georgia Public Service Commission approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 15th day of November 2022.

Respectfully submitted,

By: _____
Yvette Trammell
John Staurulakis, Inc.
On Behalf Of:
Waverly Hall Telephone Company

CERTIFICATE OF SERVICE

I, Yvette Trammell, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following *via* electronic mail:

Waverly Hall Telephone Company
Deborah Rand
President
7457 GA Hwy 208
PO Box 100
Waverly Hall, GA 31831
Email: customerserv@wavetel.us

MCC Telephone of Georgia, LLC dba Mediacom
Anne Sokolin-Maimon
Vice-President, Regulatory Affairs Mediacom
One Mediacom Way
Mediacom Park, NY 10918
Phone: 845.443.2610
Email: amaimon@mediacomcc.com

Mediacom Communications Corp.
Helena S. Bertona
Sr. Director Voice Operations
One Mediacom Way
Mediacom Park, NY 10918
Phone: 845.443.2600

Yvette Trammell
November 15, 2022

INTERCONNECTION AGREEMENT

BETWEEN

WAVERLY HALL TELEPHONE COMPANY

AND

MCC TELEPHONY OF GEORGIA, LLC DBA MEDIACOM

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GLOSSARY

ATTACHMENTS:

- Interconnection Attachment
- Local Number Portability Attachment
- Ancillary Services Attachment
- Preordering, Ordering, Maintenance and Repair Attachment
- Pricing Attachment

INTERCONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") is effective upon execution by both Parties (the "Effective Date") but subject to approval by the Commission, by and between MCC Telephone of Georgia, LLC dba Mediacom ("CLEC") with offices at One Mediacom Way, Mediacom Park, NY 10918 and Waverly Hall Telephone Company ("ILEC") with offices at 7457 GA Highway 208, P.O. Box 100, Waverly Hall, Georgia 31831. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WHEREAS, ILEC is an Incumbent Local Exchange Carrier, as defined in Section 251(h) of the Communications Act of 1934 (as amended) (47 U.S.C. § 251(h)) (the "Act"), authorized to provide Telecommunications Services in the State of Georgia and

WHEREAS, CLEC is a competitive local exchange telecommunications company authorized to provide Telecommunications Services in the State of Georgia; and

WHEREAS, CLEC represents to ILEC that it is a common carrier under the Act and, acting as a common carrier, has requested interconnection with designated facilities of ILEC; and

WHEREAS, CLEC has made a request for services under Sections 251(a) and (b) of the Act (47 U.S.C. §§ 251(a) & (b)) and is not seeking services under Section 251(c) of the Act; and

WHEREAS, the Parties agree to interconnect their facilities and exchange telecommunications traffic specifically as defined herein; and

WHEREAS, the Parties agree that capitalized terms not otherwise defined in this Agreement shall be assigned the meanings given to such term(s) by the Glossary, attached hereto and incorporated herein for all purposes.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

1. Purpose

1.1 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to exchange solely non-telecommunications traffic or to act in any capacity other than as a common carrier. CLEC agrees that it is requesting and will use this arrangement for the primary purpose of exchanging Non-Access Telecommunications Traffic as defined in 47 C.F.R. § 51.701(b) and that any exchange of traffic that is other than Non-Access Telecommunications Traffic will be incidental to the Parties' exchange of Non-Access Telecommunications Traffic. The FCC has not determined whether VoIP-PSTN Traffic is a Telecommunications Service or an Information Service but has found that VoIP-PSTN Traffic is subject to Section 251(b)(5) of the Act for intercarrier compensation purposes. For the purposes of this Agreement, VoIP-PSTN Traffic must meet the definition of Local/EAS Traffic to be treated as such and any traffic outside the definition of Local/EAS shall be treated as Toll Traffic. Notwithstanding the foregoing, if the FCC determines that VoIP-PSTN Traffic is not subject to interconnection requirements that are the same as those applicable to Telecommunications Services in all material respects, the terms of this Agreement shall remain in effect until such

time as this Agreement is modified under the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.

1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange interexchange toll traffic. CLEC agrees that it is requesting and will use this arrangement for the primary purpose of exchanging Local/EAS Traffic and that any exchange of Toll Traffic will be subject to the appropriate terms and conditions of each Party's access tariffs.

1.3 CLEC or ILEC may provide services, including but not limited interconnection and numbering services, to a Retail Provider. The provision of such services does not diminish any obligations pursuant to section 251 and 252, nor does it diminish any of the responsibilities with respect to the respective Retail Providers, as provided in this Agreement.

2. Term of the Agreement

2.1 This Agreement will commence when fully executed and have an initial term of two (2) years.

2.2 The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent agreement. Such requests for renegotiation must be in the form of a written notice to the other Party.

2.3 If no Party requests renegotiation, but services continue to be provided beyond the expiration date of this Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party may terminate this Agreement upon ninety (90) days written notice to the other Party. During such negotiations and until such time as the replacement agreement is finalized pursuant to negotiations, arbitration or mediation, the Parties will continue to provide services to each other pursuant to this Agreement.

2.4 In the Event that the services are provided on a month-to-month basis beyond the term of this Agreement while the Parties are negotiating a new agreement, the rates in the new agreement will apply retroactively to the date of the month-to-month term. In the event that this Agreement expires, except in the case of termination as a result of either Party's default or for termination as otherwise provided herein, service that had been available under this Agreement and exists as of the end-date may continue uninterrupted after the end-date at the written request of either Party only under the terms of:

2.4.1 A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or

2.4.2 An existing agreement between ILEC and another carrier adopted by CLEC for the remaining term of that agreement.

3. Termination of the Agreement

3.1 Termination for Default Not Cured Within Sixty (60) Days

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

3.1.1 A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or

3.1.2 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Attachment.

3.1.3 CLEC is adjudicated to not be a Telecommunications Carrier under the Act.

3.1.4 CLEC is adjudicated to not be a common carrier by the Commission or a court of competent jurisdiction

3.2 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party, or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. Contact Exchange

The Parties agree that each will be sole contact to the other Party for all services provided under this Agreement. The Parties agree that there is no obligation to respond to requests from third parties for information or services offered under this Agreement. The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers its facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, the transferring Party will require, as a condition of such transfer, that the

transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed. Any Party asked to consent to an assignment shall be expressly permitted to require proof of financial strength of the proposed assignee reasonably necessary to support the obligations of this Agreement being assumed. Notwithstanding the foregoing, either Party may assign this Agreement to a wholly owned corporate Affiliate or to an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, successors in interest and assigns.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. Common Carrier Status

8.1 CLEC represents and warrants with respect to all services for which this Interconnection Agreement is sought, that CLEC will (i) offer such services to all potential qualifying users indifferently; (ii) will allow customers to transmit information of the customer's own design and choosing; and (iii) that CLEC will be operating as a common carrier with respect to its interconnection with ILEC.

8.2 Without limiting the generality of the foregoing, CLEC covenants, represents and warrants that services which will be provided with respect to this Agreement will be available to similarly situated ILEC and ILEC affiliates and any other similarly situated Retail Provider on a non-discriminatory basis.

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or, if not set forth herein, in their respective applicable tariff(s). The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty-two (32) days from the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the prior business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1) year old or that predate this Agreement. If a Party fails to bill for a service within one

(1) year of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

92 Billing Disputes Related to Unpaid Amounts

92.1 If any portion of an amount invoiced to a Billed Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party may withhold payment of the disputed amount and notify the Billing Party it is withholding a disputed amount and the amount it is disputing ("Disputed Amount"). Within sixty (60) days of the date of the invoice containing such Disputed Amount, the Billed Party shall provide the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts on the invoice to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Billed Party shall pay the disputed amounts with interest at the lesser of (i) one(1 %) per month or (ii) the highest rate of interest that may be charged under Georgia's applicable law. If the dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts on its next invoice following the date of resolution of the dispute.

93 Except for Disputed Amounts pursuant to Section 9.2 herein, the following shall apply:

93.1 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one percent (1%) per month or (ii) the highest rate of interest that may be charged under Georgia's applicable law.

93.2 If payment of undisputed amounts is not received thirty (30) days from the bill date, the Billing Party may provide written notice to the Billed Party that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15^{th}) day following the date the Billed Party receives said notice. If the Billing Party does not refuse additional applications for service on the date specified in the notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter refuse additional applications for service without further notice.

93.3 If the Billed Party fails to make any payment following the notice under Section 9.3.2, the Billing Party may thereafter, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), discontinue the provision of existing services other than the termination of traffic to the Billed Party at any time thereafter unless the Billed Party pays all amounts due within said thirty (30) day period. Notice shall be as provided in Section 26 below. In the event services are discontinued, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not discontinue the provision of the services involved on the date specified in the Discontinuance Notice, and

the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter discontinue the provision of the services to the Billed Party without further notice.

9.3.4 If payment is not received within ninety (90) days after the Discontinuance Notice given under Section 9.3.3, the Billing Party may terminate this Agreement.

9.3.5 After disconnect procedures have begun, the Billing Party shall not accept any service orders from the Billed Party until all unpaid charges are paid in full and such funds are available to the Billing Party.

9.4 Billing Disputes of Paid Amounts

If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one (1) year after the receipt of a bill containing the Disputed Paid Amount ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing party will, within sixty (60) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 9.2.1 hereof.

9.5 Issues related to Disputed Amounts and Disputed Paid Amounts not resolved by the Parties shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.6 Audits

9.6.1 In the event that a Party has evidence of a discrepancy in the data provided by the other Party that could affect billing accuracy, and subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may conduct an audit of the other Party's books and records specifically pertaining to the possible discrepancy and for no period earlier than twelve (12) months prior to the request. An audit may be conducted no more frequently than once per twelve (12) month period, to evaluate the accuracy of the other Party's billing, data and invoicing, including usage data, source data, and other information and documents in accordance with this Agreement. The relevant books, records and other documents include, but are not limited to, usage data, source data, traffic reports and associated data (including such traffic reports and associated data from Retail Providers) and other information and documents in accordance with this Agreement. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.

9.62 Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location designated by the audited party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. The review will consist of an examination and verification of data involving usage data, records, systems, procedures and other information related to the traffic delivered or services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Such records shall include usage records for the traffic delivered by the Party to the Other Party.

9.63 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees, subcontractors and other agents and books, records and other documents reasonably necessary to assess the accuracy of the Party's billings, data and invoices. With respect to authorized Retail Providers, such as traffic associated with the CLEC- Retail Provider Arrangement, during an audit CLEC will obtain and provide access to call detail records reasonably necessary to assess the accuracy of the data applicable to that traffic.

9.64 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network, provided that each Party may use alternative methods, such as SS7 traffic measurement and identification devices, to record and/or validate terminating usage in addition to AMA records or if AMA records are not available. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company and originating signaling information.

10 Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11 Confidential Information

11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the

property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, or in connection with Dispute Resolution, provided that, if the request or disclosure includes Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

11.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 11.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this section 11.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.

11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

11.4 Notwithstanding anything in this Section 11 to the contrary, information concerning either Party's network and information that would constitute customer proprietary network information (as defined in the Act) of either Party's End User Customers, whether disclosed by either Party to the other Party or otherwise acquired by either Party in the course of performance under this Agreement, shall be deemed to be the Proprietary Information of the Party to whom the network or End User Customers pertain as a Disclosing Party hereunder.

12 Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account, in cases of fraud by the other Party's End User Customers or on the other Party's End User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other. CLEC expressly assumes responsibility, as between CLEC and ILEC, and agrees to reimburse and make whole ILEC for damages incurred by ILEC due to (i) fraud committed by Retail Providers contracting, directly or indirectly, with CLEC to utilize the interconnection hereby established; (ii) fraud permitted by Retail Providers contracting, directly or indirectly, with CLEC to utilize the interconnection hereby established which, with the use of reasonable diligence and attentiveness and existing technology currently deployed, could have been prevented; and (iii) any fraud committed or caused by any End User Customer of such Retail Provider.

13 Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.1 Informal Resolution of Disputes

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

13.2 Formal Dispute Resolution

If negotiations fail to produce an agreeable resolution within sixty (60) days for disputes that do not affect End User Customers' exchange of traffic or fifteen (15) days for disputes that do affect End User Customers' exchange of traffic, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms (including mediation and/or arbitration before the Commission); provided, that upon mutual agreement of the Parties, such disputes may also be submitted to binding commercial arbitration. In the case of a commercial

arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the commercial arbitration.

13.3 Continuous Service

The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14 Entire Agreement

This Agreement, together with all exhibits, addenda, schedules and attachments hereto, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any terms of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15 Expenses

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

16 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). Notwithstanding the foregoing, the Parties have expressly agreed that the acts of any Retail Provider contracting, directly or indirectly, with CLEC for use of the services provided under this Agreement shall be deemed to be within CLEC's control and shall not be a Force Majeure Event. If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force

Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

17 Good Faith Performance

In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and the Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19 Headings

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

20 Independent Contractor Relationship

Notwithstanding any other provisions of this Agreement, neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party's End User Customers or other third parties.

21 Law Enforcement Interface

21.1 With respect to requests for call content interception or call information interception directed at CLEC's End User Customers, ILEC will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End User Customer of the other Party, the Party initially contacted shall direct the agency to the other Party.

21.2 Notwithstanding Section 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22 Liability and Indemnity

22.1 DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

22.2Indemnification

22.2.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") by customers of the Indemnifying Party or its Retail Providers and other third persons, for:

22.2.1.1 damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, or its Retail Provider customers, or the employees, agents or contractors of either of them; and

22.2.1.2 libel, slander, infringement of copyright, contributory infringement, misuse or misappropriation of intellectual property right or invasion of privacy arising from the content of communications transmitted over the Indemnified Party's facilities by the Indemnifying Party, its Retail Provider customers, or End User Customers of either the Indemnifying Party or its Retail Provider customers.

A Party's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of or in connection with the gross negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

22.2.2 In addition to the indemnities in Section 22.2.1 above, and to the extent applicable,, CLEC shall indemnify and hold harmless ILEC from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") caused to ILEC by any Retail Provider or other third party contracting with CLEC for use of the services provided by this Agreement, or otherwise using CLEC to deliver traffic to or receive traffic from ILEC's facilities, including claims resulting from rate arbitrage, phantom traffic, or failure to provide valid, accurate and complete CPN on all traffic subject to this Agreement so that ILEC is compensated in full for such exchanged traffic in accordance with the terms of this Agreement. ILEC will notify CLEC of information it has received or discovered which appear to trigger this indemnity obligation and provide back-up to support its concerns. CLEC will have thirty (30) days to respond to such concerns, and, to the extent such claims are shown to be valid, shall reimburse ILEC promptly for all loss incurred by ILEC. In addition, CLEC

shall take immediate steps to prevent future problems from the offending Retail Provider(s) to the extent they can be identified.

22.2.3 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims by End User Customers or other third persons for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, the Indemnifying Party will promptly assume the defense of such Claim.

22.2.3.1 In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after no less than twenty (20) days prior notice to the Indemnifying Party, may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.

22.2.3.2 The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event, the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnified Party from or against, any Claims in excess of the amount of the refused compromise or settlement.

22.2.3.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

22.3 Limitation of Liability.

22.3.1 Except for a Party's indemnification obligations under Section 22.2, and a Party's responsibilities for actions and traffic of its Retail Provider, where applicable, as specified in other provisions of this Agreement, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from

errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.3.2 Except for a Party's indemnification obligations under Section 22.2, and Section 2.5 of the Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3 Except for a Party's indemnification obligations under Section 22.2, and a Party's responsibilities for actions and traffic of its Retail Provider, where applicable, as specified in other provisions of this Agreement, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or anticipated revenues or other economic loss in connection with or arising from anything

22.4 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third person alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party, except that Mediacom will indemnify and hold harmless Waverly with respect to any switch configurations or methods performed on Waverly's switches by Waverly for Mediacom at the instruction of Mediacom.

23 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.

24 Multiple Counterparts

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

25 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to

act for another, 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, expressed or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26 Notices

All notices to be given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered by express delivery service; or (ii) mailed, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

To: **ILEC**

Waverly Hall Telephone Company
Deborah Rand
President
7457 GA Hwy 208
PO Box 100
Waverly Hall, GA 31831
customerserv@wavetel.us

To: **CLEC**

MCC Telephone of Georgia, LLC dba Mediacom
Anne Sokolin-Maimon
Vice-President, Regulatory Affairs Mediacom
One Mediacom Way
Mediacom Park, NY 10918

Phone: 845.443.2610

With copy to:

With copies to:
Mediacom Communications Corp.
Helen S. Bertona
Sr. Director Voice Operations
One Mediacom Way
Mediacom Park, NY 10918
Phone: 845.443.2600

or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or by personal delivery; or (iii) five (5) days after mailing in the case of certified U.S. mail.

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of such other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over a Party's facilities or create hazards to the employees of either Party or to the public.

28. Change in Law

28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.

28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) a final non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions renegotiated by the Parties to reflect each such Amended Rule.

29. Regulatory Approval

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

and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

30. Taxes and Fees

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

32. Non-Waiver

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

33. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

34. Retail Provider Business Arrangements

Where applicable, each Party will be financially responsible for all traffic sent to the other Party under business arrangements with its Retail Provider. Neither Party may use this Agreement to provide

interconnection services to a Retail Provider that is a CMRS carrier.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Waverly Hall Telephone Co.

By: David Shipley

Name: David Shipley

Title: General Manager

Date: 10/31/22

MCC Telephone of Georgia, LLC dba Mediacom

By: _____

Name: Daniel P. Templin

Title: President

Date: 10/20/2022

GLOSSARY

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below.

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 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning as set forth in Section 153 of the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders applicable to each Party's performance of its obligations under this Agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 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.

2.8 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.

2.9 COMMISSION.

The Georgia Public Service Commission.

2.10 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network-control data over a digital signaling network separate from the public switched telephone network facilities that carries the actual voice or data content of the call.

2.11 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.12 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.13 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.

2.14 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.15 END USER CUSTOMER.

The residence or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties or by a Retail Provider.

2.16 END USER CUSTOMER LOCATION.

The physical location of the premises where an End User Customer makes use of Telecommunications Services provided by a Party.

2.17 EXCHANGE AREA.

A geographic area defined by the Commission for the provision of Telephone Exchange Service.

2.18 FCC.

The Federal Communications Commission.

2.19 ILEC OPERATIONS AND NETWORK PLANNING HANDBOOK ("OPERATIONS HANDBOOK")

The planning document used by ILEC to describe technical and operational aspects of its network.

2.20 INFORMATION SERVICE.

The term shall be as defined in Section 153 of the Act.

2.21 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.22 INTERLATA TRAFFIC.

Telecommunications toll traffic that originates in one LATA and terminates in another LATA.

2.23 INTRALATA TRAFFIC.

Telecommunications toll traffic that originates and terminates in the same LATA.

2.24 INTERNET PROTOCOL CONNECTION (IPC).

The physical location where end- user information is originated or terminated utilizing internet protocol.

2.25 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) who is physically located in an area within the Local/EAS exchange of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's Local/EAS exchange will be considered Switched Access Traffic and subject to Access Service charges. VoIP-PSTN Traffic is not ISP-Bound Traffic.

2.26 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.27 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.* Billed Number Screening.

2.28 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in Section 153 of the Act.

2.29 LOCAL/EAS TRAFFIC.

Local/EAS Traffic is any Non-Access Telecommunications Traffic, including VoIP-PSTN Traffic that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange, as defined and specified in ILEC's local exchange tariff. For the purposes of this Agreement, such calls represent the traffic as defined in 47 C.F.R. § 51.701(b)(1) and (3) and is traffic subject to reciprocal compensation under 47 U.S.C. § 251(B)(5). As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP and does not include CMRS traffic.

2.30 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in Section 153 of the Act.

2.31 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.

2.32 NON-ACCESS TELECOMMUNICATION TRAFFIC OR LOCAL TRAFFIC.

"Non-Access Telecommunications Traffic" or "Local Traffic" is as defined in 47 C.F.R. Section 51.701(b)(1) and (3). For purposes of this Agreement, Non-Access Telecommunications Traffic includes Local/EAS Traffic and ISP-Bound Traffic. Non-Access Telecommunications Traffic also includes Local/EAS VoIP-PSTN Traffic but does not include toll VoIP-PSTN Traffic.

2.33 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.34 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 NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.35 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (*i.e.*, the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.36 POINT OF INTERCONNECTION (POI).

The physical location(s) designated by the Parties for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic.

2.37 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.38 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance- sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.39 RETAIL PROVIDER.

A Retail Provider is an entity that offers service to the End User Customer and obtains service from one of the Parties to this Agreement. A Retail Provider may or may not have its own facilities and may be either a Telecommunications Carrier or a non-Telecommunications Carrier.

2.40 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.41 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.42 TANDEM SWITCH.

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 points of presence, and to provide Switched Access Services.

2.43 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on a Party's network, and is transported through the other Party's Tandem to the Central Office of a third party competitive local exchange carrier, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant Tandem to which the originating Party delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Access Service traffic is not Tandem Transit Traffic.

2.44 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

2.45 TELCORDIA TECHNOLOGIES, D/B/A ICONECTIV.

Formerly known as Bell Communications Research. The organization conducts research and development projects, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.46 TELECOMMUNICATIONS CARRIER.

Telecommunications Carrier is as defined in Section 153 of the Act.

2.47 TELECOMMUNICATIONS SERVICE.

Telecommunications Service is as defined in Section 153 of the Act.

2.48 TELEPHONE EXCHANGE SERVICE.

The term "Telephone Exchange Service" shall have the meaning set forth in 47 U.S.C. Section 153 of the Act.

2.49 TOLL TRAFFIC.The Term **"Toll Traffic"** is defined as traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA Tariff. Toll Traffic includes VoIP PSTN Traffic. Toll Traffic shall not include any extended area service (EAS) traffic, or extended local calling area traffic, as contemplated in this Agreement, or as mandated by the Commission.

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2.50 VOIP-PSTN TRAFFIC.

VoIP-Public Switch Telephone Network ("PSTN) traffic is traffic exchanged between a local exchange carrier and another telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in IP format. Telecommunications traffic originates and/or terminates in IP format if it originates

from and/or terminates to an End User Customer of a service that requires Internet protocol compatible customer premises equipment.

2.51 WHOLESALE SERVICE

"Wholesale Service" is a service offered for sale by a Party and purchased by an entity that combines said service, either in whole or in part, into a retail service and offers the retail service to End User Customers. For purposes of this Agreement, Wholesale Service does not include any CMRS.

2.52 WHOLESALE TELECOMMUNICATIONS SERVICE

"Wholesale Telecommunications Service" is a Telecommunications Service offered or used as a Wholesale Service. For purposes of this Agreement, Wholesale Telecommunications Service does not include any CMRS.

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR ATTACHMENT

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. However, in the event any of either Party's pre-ordering and ordering processes, including those in Operations Publications, conflict with FCC orders or rules, or North American Numbering Council approved recommendations adopted by the FCC, the FCC orders or rules or NANC recommendations adopted by the FCC will prevail.

1.2. The Parties will provide access to pre-order information, including but not limited to Customer Proprietary Network Information (CPNI) and Customer Service Records (CSR). CSRs shall include, without limitation, the following account information, where applicable: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identification, and PIC freeze information. The Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's authorization ("Authorization") that the End User Customer has agreed to the release of this information. The Party requesting the CSR is responsible for Authorization regardless of whether the End User Customer is dealing directly with a Party or through a Party's Retail Provider. Each Party shall maintain records of each End User Customer's authorization for release of CPNI that adhere to all applicable requirements of state and federal law and shall produce such authorization to the other Party upon request to the extent required by any applicable state or federal law.

1.3 Reserved for Future Use.

1.4 Each Party will exchange Operations Publications and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information, including contact information for these functions. This information shall include LNP business rules/trading partner profiles of each Party.

1.5 The Parties shall exchange preordering, ordering, provisioning, and maintenance information via facsimile. Parties may mutually agree to add other forms of information exchange such as e-mail.

1.6 The Parties agree not to view, copy, or otherwise obtain access to the CSR information of any customer without that End User Customer's authorization. The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. The Parties further agree that they will only use information exchanged in the porting process for the purpose of porting telephone numbers and facilitating subscriber change requests. Such information shall not be used for any other purposes. If there is a customer complaint or an unusual request for CSRs (i.e., all business customers or a large increase in volume), the Parties reserve the right to audit each other's verification information

on access to End User Customer record information. If the audit reveals that the End User Customer record information was obtained without the audited Party having obtained the proper legal permission (e.g., Third Party Verification or LOA), the auditing Party upon reasonable notice to the audited Party may take such corrective action as permitted by state and federal law. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

1.7 If CPNI and/or a Customer Service Record (CSR) is requested by a Party, and the Party producing the information receives a customer complaint regarding the release of the information, then the Party producing the information may request, and the other Party shall provide, documentation of the End User's authorization for release of its CPNI and/or CSR within three (3) Business Days of receipt of such request.

1.8 Each Party reserves the right to discontinue providing CPNI or CSR to the other Party except upon documentation of End User authorization in the event End User authorization requested under Paragraph 1.7 is not provided within the time specified, or in the event the Party has good cause to believe alleged misuse has occurred. In such event, either Party may immediately request dispute resolution in accordance with Section 13 of the General Terms and Conditions of this Agreement.

2. ORDERING

2.1 Ordering

2.1.1 The New Service Provider ("NSP") shall place simple or non-simple orders for services by submitting a Local Service Request ("LSR") to the Old Service Provider ("OSP"). A Simple Port order request is as defined by the FCC; which at the time of the Effective Date of this Agreement is a port only request that (1) does not involve unbundled network elements (2) involve an account only for a single line (3) does not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop/line and (4) does not include a reseller. All orders not meeting these criteria shall be non-simple orders.

2.1.2 For simple ports the Parties agree to provide the 14 information fields required to accomplish a simple port, customer name, and customer address on the LSR consistent with FCC regulations, including but not limited to 47 C.F.R. § 52.36.

2.1.3 Service orders will be submitted utilizing the Old Service Provider's preferred LSR format.

2.1.4 The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted, regardless of whether that LSR is later supplemented, clarified or cancelled. An individual LSR will be identified

for billing purposes by its Purchase Order Number ("PON") or by a mutually agreed upon tracking method such as the Telephone Number.

2.2 Provisioning.

2.2.1 The Parties shall provision services during regular business hours as listed in a Party's Operations Publication. To the extent NSP requests provisioning of service be performed outside the OSP regular business hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, and the NSP has approved work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment to this Agreement.

2.2.2 Cancellation Charges. If the NSP cancels an LSR the OSP may assess a Cancellation Charge in accordance with the rates specified in the Pricing Attachment to this Agreement.

2.2.3 Expedited Service Date Charges. For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge is specified in the Pricing Attachment to this Agreement.

2.2.4 Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in the Pricing Attachment to this Agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement. If the OSP is contacted directly by the End User Customer during the pendency of the port and the customer decides to remain with the OSP, the OSP will direct the End User Customer to notify the NSP immediately that the port is to be cancelled and the Parties will work cooperatively to cancel the port prior to activation in accordance with Section 2.2.2 and neither a LSR Charge nor a Cancellation Charges shall apply

2.2.5 Access to Inside Wire.

2.2.5.1 CLEC is responsible for accessing customer premise wiring without disturbing ILEC plant or facilities. In no case shall CLEC remove or disconnect the loop facilities, or ground wires from the ILEC NIDs, enclosures, or protectors. If CLEC removes the ILEC loop in violation of this Agreement, CLEC will hold ILEC harmless from any liability associated with the removal of the ILEC loop or ground wire from the ILEC NID. Furthermore, CLEC shall not remove or disconnect NID modules, protectors, or terminals from ILEC NID enclosures.

2.2.5.2 CLEC shall warrant that it is responsible for access to the customer premise wiring by any Retail Provider. CLEC shall take all financial responsibility for damage to ILEC plant or facilities caused by the Retail Provider. CLEC shall indemnify and hold ILEC harmless for

any damage to an End User Customer's premise or for any loss or claim arising from a Retail Provider's access to the NID.

2.2.5.3 Notwithstanding the foregoing, when CLEC or its Retail Provider is connecting a Loop provided by CLEC or the Retail Provider to the Inside Wiring of an End User Customer's premises through the customer's side of the ILEC NID, CLEC does not need to submit a request to ILEC, and ILEC shall not charge CLEC for access to the ILEC NID.

3. MAINTENANCE AND REPAIR

3.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment. The Parties agree to provide 24 hour, 7 day per week contact numbers for the purpose of maintenance of service.

3.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.

3.3 The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

4. SERVICE STANDARDS

Both Parties will comply with the applicable FCC and Commission standards and quality of service requirements when providing service to the other Party.

5. RATES

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment to this Agreement.

6. MISCELLANEOUS

6.1 [Left Intentionally Blank]

6.2 Misdirected Calls.

6.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.)

6.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

6.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.

6.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.3 Letter of Authorization.

6.3.1 The Parties agree that they will not submit an order to move an End User Customer's service from one Party to the other Party without the End User Customer's permission, and unless the requesting Party has verification from the End User Customer via Third Party Verification, a Letter of Authorization (LOA), etc. that the End User Customer has agreed to the change in service. The OSP will not require End User Customer confirmation prior to establishing service for NSP's End User Customers. The Party requesting the CSR is responsible for authorization regardless of whether the End User Customer is dealing directly with the Party or through a Retail Provider.

6.3.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User Customer will deal directly with the NSP on all inquiries concerning its local exchange service provided by the NSP. This may include, but is not limited to billing, repair, directory listing, and number portability associated with the new service. The NSP is responsible for any charges that may be incurred in connection with service requests associated with transfer of customers

6.3.3 If, based on an End User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End User Customer complaint, and the Changing Party may provide proof that the change was authorized. Such proof is required regardless of whether the End User Customer is served directly by the Changing Party or through a Retail Provider. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable charges consistent with FCC and/or State rules. No charges will be assessed if the Changing Party provides proof that the change was authorized.

6.4 Pending Orders. Orders placed in the hold or pending status by New Service Provider will be held for a maximum of thirty (30) calendar days from the date the

order is placed on hold. After such time, New Service Provider shall be required to submit a new service request. Incorrect or invalid requests returned to New Service Provider for correction or clarification will be held for thirty (30) calendar days. If New Service Provider does not return a corrected request within thirty (30) calendar days, Old Service Provider will cancel the request.

6.5 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

6.6 The Parties shall return a Local Service Request (LSR) Response for rejection within 4 business hours for simple port requests and within 24 business hours for non-simple ports.

6.6 CLEC shall issue an ASR to ILEC for ordering Local Interconnection Trunks. CLEC shall use ordering procedures listed in the appropriate ILEC tariff and standard intervals will apply

6.7 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance to each Party's Operations Publication.

LOCAL NUMBER PORTABILITY (LNP) ATTACHMENT

LOCAL NUMBER PORTABILITY

1. GENERAL

1.1 The Parties will provide local number portability (LNP) accordance with FCC orders, rules and regulations, and North American Numbering Council (NANC) guidelines and recommendations adopted by the FCC for wireline services. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Except in the case of VNXX as described in Section 5.3 of the Interconnection Attachment, in order for a port request to be valid, the End User Customer must retain his or her original number; be located at the same location before and after the port; and be served directly by the Telecommunications Carrier requesting the port or the Retail Provider who provides Telecommunications Service to the End User Customer. If a Party acts as a numbering partner and ports on behalf of a Retail Provider that Party is fully responsible for compliance with porting rules as defined in this Section 1.1.

1.2 The Parties agree to comply with finalized FCC rules and orders and FCC adopted North American Numbering Council (NANC) procedures and guidelines concerning numbering and local number portability. If either Party's Operations and Network Planning Publications conflict with the FCC's rules and orders, the FCC's rules and orders will prevail.

1.3 Except in the case of VNXX as described in Section 5.3 of the Interconnection Attachment, this Agreement does not govern geographic portability where theEnd User Customer moves outside the rate center. Except in the case of VNXX as described in Section 5.3 of the Interconnection Attachment, geographic portability is not allowed under this Agreement.

1.4 [Left Intentionally Blank]

1.5 Service Management System (SMS) Administration.

The Parties will work cooperatively with other local service providers to establish and maintain the required regional contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).

1.6 Signaling.

In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.7 N-1 Query.

1.7.1 For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs. Neither Party shall send un-queried calls to the other Party.

1.7.2 If a Party does not fulfill its N-1carrier responsibility, the other Party may perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch ornetwork in which the telephone number resides. An N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Reserved for Future Use.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable.

1.11 A 10-digit trigger order is a service order issued in advance of the porting of a number. A trigger order: 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2. COORDINATED CUTOVERS

2.1 If the customer requests the telephone number to port at a specific time on the day of the port, it is considered a Coordinated Request (Coordinated Hot Cut). A Coordinated Hot Cut (CHC) shall be processed as a non-simple port, consistent with FCC regulations and orders.

2.2 The OSP will charge the NSP for the labor required to perform the CHC including time waiting for the NSP. If a CHC is scheduled outside normal working hours, overtime and premium time labor rates may apply. Labor rates are reflected in the pricing attachment.

2.3 The OSP will provide the NSP its procedures for a CHC when requested by the NSP.

3. OBLIGATIONS OF BOTH PARTIES

3.1 Each Party shall abide by FCC adopted NANC provisioning and implementation processes.

3.2 Each Party is responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.

3.3 Each Party shall return disconnected ported TNs to the Old Service Provicer (OSP) via the disconnect/snapback function in the NPAC.

3.4 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.

3.4 Both Parties must be registered by the regional NPAC prior to the scheduling of inter-company testing.

3.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.

3.6 Based upon Service Provider Identification (SPID) or Operating Company Number (OCN) of the OSP as verified in NPAC, the NSP is solely responsible for submitting local number portability requests to the OSP.

3.7 Each Party shall become responsible for its End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports an End User Customer's telephone number into its switch.

3.8 When a subscriber ports to another service provider, the OSP shall unlock the information in the 911/ALI database in a timely manner. The NSP is responsible for updating the 911/ALI database to provide accurate information to the PSAP call centers.

3.9 Each Party shall fully complete its port orders on the FOC due date which will allow the number to be unlocked in the ALI Database.

INTERCONNECTION ATTACHMENT

INTERCONNECTION

1. GENERAL

1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of Local/EAS Traffic and ISP-Bound Traffic that is originated by an End User Customer of one Party or its Retail Provider and is terminated to an End User Customer of the other Party or its Retail Provider physically located in the same Exchange Area (except when providing FX or VNXX service as described in Section 5.3), where each Party directly provides Telephone Exchange Service to the End User Customer or has an arrangement with the Retail Provider to provide an analogous service directly to the End User Customer.

1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of wireline telecommunications traffic between the respective End User Customers of the Parties pursuant to Sections 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.

1.3 Both Parties acknowledge that toll traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions and is not governed by this Agreement. Traffic that is exchanged through an Interexchange Carrier (IXC) or CMRS Carrier is not covered under this Agreement. Any traffic that is not Local/EAS Traffic or ISP-Bound Traffic will be considered toll traffic and subject to access tariffs.

2. RESPONSIBILITY FOR TRAFFIC

2.1 Each Party is responsible for all traffic that it delivers to the other Party over direct or indirect interconnection *via* a third party, including but not limited to, Local/EAS Traffic, VoIP-PSTN Traffic, ISP-Bound Traffic and Toll Traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable Switched Access Service charges by it or a Retail Provider. Each Party agrees to be responsible for and pay its portion of the Interconnection Facilities in accordance with Section 4 of this Attachment, and all Reciprocal Compensation and Access Service charges associated with all traffic exchanged by the Parties, including traffic of a Retail Provider.

2.2 Each Party warrants that under this Agreement the primary service provided to its End User Customers or Retail Provider requires the service to be from a fixed location. However, due to the advancement of IP technology and applications available, services have become more mobile. Because of this, the Parties agree that Traffic originating from an Internet protocol ("IP") device other than at the End User's service location ("Nomadic Traffic") provided by either Party will be incidental to fixed traffic. The Parties warrant that the services provided by either Party or their Retail Providers will primarily be from fixed location at each End User's principal service address located in ILEC's Local Calling Area. If either Party believes that the majority of the other Party's traffic is Nomadic Traffic, then the Parties can conduct audits or take other commercially reasonable steps to verify

that the other Party is not provisioning any of its services in a manner that permits the circumvention of applicable Switched Access Service charges by it or a Retail Provider. If either Party intends to send primarily Nomadic Traffic, then such Party shall notify the other Party in writing within sixty (60) days.

2.3 CLEC provides Telecommunications Services under this Agreement to End User Customers and Wholesale Telecommunications Services to other entities that provide retail service to End User Customers. The Parties understand and agree that this Agreement will permit a Party to provide a Wholesale Telecommunications Service to a Retail Provider; however, under no circumstances shall such Wholesale Telecommunications Service be deemed, treated or compensated as a transit service. The Parties stipulate that this Agreement does not authorize any transiting services and that neither Party will provide any transiting functions under this Agreement. For purposes of this Agreement, CLEC's Wholesale Telecommunications Service for traffic exchange is considered to be the provision of end office switching functions for the Retail Provider so it is not entitled to bill, and ILEC is not obligated to pay, any transit charges for such traffic.

2.4 Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters (as defined in Sections 6.2 and 6.3 below) for determining the correct classification of traffic pursuant to Section 6 of this Attachment.

2.5 Each Party will take reasonable steps consistent with generally accepted industry practices to ensure that such Party does not strip, alter, modify, add, delete, change, and/or incorrectly assign Signaling Parameters to traffic originating on that Party's network. Traffic that has Signaling or Signaling Parameters that are stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned by the originating Party will be classified as "Misclassified Traffic". Due to the technical nature of its origination, certain traffic that is not Misclassified Traffic may be properly transmitted without all the Signaling and Signaling Parameters pursuant to section 6 of this Attachment ("Unclassified Traffic").

2.6 If the percentage of total call traffic transmitted with Signaling and Signaling Parameters in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party's intrastate Switched Access Service rates for all Unclassified Traffic for the applicable month. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.8, herein below, shall apply with respect to the delivery of such traffic.

2.7 If a terminating Party determines in good faith in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:

2.7.1 The terminating Party will provide sufficient call detail records or other information, including its reasoning as to why the traffic is misclassified, as notification to the other Party. Upon receipt of such notification, the Party originating such traffic shall investigate and identify the alleged Misclassified Traffic;

2.7.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates on all Misclassified Traffic, except for any traffic that is determined to be Local/EAS traffic, unless a written notice of dispute is provided by the originating Party in accordance with 2.7.4.

2.7.3 The Party originating Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic and to correct errors.

2.7.4 Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that more than two percent (2%) of the total traffic delivered by an originating Party for any consecutive three (3) months is Misclassified Traffic, the other Party may invoke the Dispute Resolution provisions in Section 13 of the General Terms and Conditions this Agreement.

2.8 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, misidentified traffic, Misclassified Traffic and Unclassified Traffic. Such traffic that is not Local/EAS Traffic shall be rerouted to toll trunk groups and properly identified. This obligation applies during the pendency of a dispute.

2.9 In the event that a Party has reasonable cause to believe that traffic is being misrouted or misclassified, and pursuant to Section 9.6 of the General Terms and Conditions of this Agreement, each Party shall have the right to audit the other Party's applicable records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges to the extent that such charges may be applicable. Both Parties shall cooperate in providing the records required to conduct such audits. Upon request, the audited Party will cooperate in identifying the physical location of the End User Customer originating or terminating the call. No Party shall have the right to conduct an audit more than one time in a twelve-month period.

3. PHYSICAL CONNECTION

3.0 The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over either Indirect or Direct Interconnection Facilities or a Fiber Meet Point between their networks. The Parties agree to connect their respective networks, directly or indirectly, to exchange such Local/EAS Traffic and ISP-Bound Traffic, with the Point of Interconnection (POI) as described below.

3.1 Indirect Interconnection

3.1.1 Each Party agrees to initially exchange ISP-Bound Traffic and Local/EAS Traffic indirectly with the other Party via indirect interconnection methods set forth in this Agreement. The Parties shall exchange ISP-Bound Traffic and Local/EAS Traffic indirectly by transiting such Traffic through the applicable tandem to be determined by the Parties, or through such other tandem office or switch listed in the LERG to which both Parties' networks are directly interconnected. These indirect interconnection arrangements shall remain in place until the monthly two-way aggregate volume of such traffic being exchanged by the Parties exceeds 240,000 minutes of use, for three consecutive months ("Direct Connection Threshold"). If the Direct Connection Threshold is satisfied, but both Parties agree that direct

interconnection is undesirable, then the Parties shall continue to exchange Local/EAS Traffic and ISP-Bound Traffic indirectly utilizing the transit arrangement described herein. Notwithstanding the foregoing, after the Direct Connection Threshold is satisfied, if either Party desires direct interconnection, then the Parties shall take immediate steps to establish the direct interconnection arrangements set forth herein.

3.1.2 For ISP-Bound Traffic and Local/EAS Traffic being exchanged indirectly, each Party acknowledges that it is the originating Party's responsibility to enter into the appropriate transiting arrangements with AT&T or such other carrier to which both Parties' networks are directly interconnected. This arrangement for indirect interconnection will be subject to renegotiation: (1) if AT&T or such other transiting carrier changes tandem homing arrangements; (2) if due to change in law or regulation, AT&T or such other transiting carrier no longer offers transiting service; or (3) if for any other reason agreed upon by the Parties.

3.1.3 The Party originating Local/EAS Traffic and ISP-Bound Traffic that is exchanged indirectly through the transiting arrangement shall bear all charges payable to the transiting carrier(s) for such transit services with respect to such traffic and shall bear the cost of all facilities necessary to deliver such traffic to the transiting carrier.

3.1.4 Local/EAS Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same reciprocal compensation as provided in Section 4.2.

3.2 Direct Interconnection.

3.2.1 Once the Direct Connection Threshold is met as described in Section 3.1.1, Direct Interconnection Facilities between the Parties' networks shall be established as follows: Within thirty (30) days of the date that the Direct Connection Threshold is met, CLEC shall either place an order for Direct Interconnection Facilities or notify ILEC of its desire to establish a Fiber Meet Point to accommodate the direct interconnection. Both Parties shall provide resources to support normal installation intervals for the Direct Interconnection Facilities or implementation of a Fiber Meet Point, including testing. If installation is delayed for reasons beyond either Party's control, the Party causing the delay will notify the other Party of such delay and provide the reason for the delay.

3.2.2 The Parties shall negotiate an initial POI at a point on ILEC's network. Additional POIs may be established at locations on ILEC's network by mutual agreement. In selecting an additional POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party. If the Parties are unable to agree upon the location of an additional POI, then such additional POI shall be determined pursuant to the Dispute Resolution provisions in Section 13 of the General Terms and Conditions of this Agreement.

3.2.3 The POI is the location where one Party's operational and financial responsibility begins, and the other Party's operational and financial responsibility ends for Local/EAS Traffic and ISP-Bound Traffic. Each Party will be financially responsible for all facilities and traffic located on its side of the POI.

3.3 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks.

3.4 ILEC and CLEC may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic, ISP-Bound Traffic and, where applicable, Toll Traffic. If both Local/EAS Traffic and Toll Traffic share the same transport facility, the Toll Traffic must be on a separate DS1 and must be routed according to the LERG. End office switches shall not be used to switch toll calls to a different end office. All Local/EAS traffic through a Direct Interconnection will be classified as a Bill and Keep arrangement.

3.5 Physical Interconnection

3.5.1 ILEC deploys in its network only one End Office Switch located in the ILEC Exchange.

3.5.2 Trunk Types

3.5.2.1 Local Interconnection Trunks

3.52.1.1 The Parties will establish a local trunk group for the exchange of Local/EAS Traffic and ISP-Bound Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate, InterLATA Toll Traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.

3.52.1.2 If the Parties' originating Local/EAS Traffic and ISP-Bound Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

3.5.2.2 Intentionally Left Blank

3.5.2.3 Toll Trunks

3.523.1 Where applicable, Toll traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such toll traffic must be established on the Direct Interconnection Facility. Standard Switched Access Service compensation arrangements from the

Parties' respective tariffs will apply to traffic terminated over the toll trunks.

35232 CLEC shall route appropriate traffic to the respective ILEC switches on the trunk groups as specified in this Attachment. ILEC shall route appropriate traffic to CLEC switches on the trunk group or trunk groups as specified in this Attachment.

3.5.2.4 Other Trunk Types: 911 Trunks

35241 CLEC shall be responsible for establishing all necessary 911 trunks for its End User Customer traffic with the appropriate Public Safety Answering Points. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable tariff rates.

3.5.3 Fiber Meet Point

3.5.3.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a POI. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is the POI. The Parties agree that the interconnection traffic will warrant a minimum of a DS3 facility prior to requesting a Fiber Meet Point.

3.5.3.2 Once traffic exchanged between the Parties reaches a DS3 of traffic, if both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment. Each Party reserves the right to determine the equipment it employs for service.

3.5.3.3 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network.

3.5.3.4 The Parties shall mutually agree upon a Fiber Meet Point on the ILEC network within the borders of the ILEC Exchange Area. Each Party shall deliver its fiber optic facilities to the Fiber Meet Point. The ILEC shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.

3.5.3.5 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to

the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

3.5.3.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of their own fiber optic transmission system.

3.5.3.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

3.6 The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities via an Access Service Request ("ASR") according to the Ordering Attachment.

3.7 If CLEC submits a request to ILEC to build new facilities on CLEC's side of the POI, CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

3.8 Interface Types:

If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties. When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

3.9 Programming:

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. Any new CLEC or ILEC NPA–NXX codes properly assigned under wireline guidelines and rules to the exchanges listed in Exhibit 1 shall be part of this Agreement.

3.10 Equipment Additions:

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

3.11 Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem and it is not in the case of an emergency or temporary equipment failure, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days. If routing is due to a lack of facilities resulting in blockage of traffic, the

Parties shall work cooperatively together to augment the facilities, making commercially reasonable efforts to complete such augmentation within sixty (60) days.

4. COMPENSATION

4.1 Facilities Compensation

4.1.1 For Direct Interconnection Facilities, CLEC may utilize a Fiber Meet Point, provide is own facilities, lease facilities from ILEC or lease facilities from a third party to reach the POI.

4.1.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. 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.

4.1.3 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used to interconnect with ILEC's network for the transmission and routing of Local/EAS/ISP-Bound Traffic at the rates contained in the Pricing Attachment of this Agreement, subject to the application of relative use principles under 47 C.F.R. 51.709. The Parties agree that relative use principles, and the application of 47 C.F.R. 51.709, will not apply where the Parties have established direct interconnection via fiber meet point arrangements.

4.1.4 CLEC may use a third party carrier's facilities for purposes of establishing interconnection with ILEC. In such case, on behalf of CLEC, the third party carrier will connect dedicated facilities with ILEC. CLEC shall be responsible for the payment to any third party carrier for any charges associated with the facilities. In no case shall ILEC be responsible for payment to the third party carrier or reimbursement to CLEC for such Direct Interconnection Facilities on CLEC's side of the POI. ILEC shall, however, be entirely responsible for its use, if any, of the third party carrier's facilities on ILEC's side of the POI.

4.2 Traffic Termination Compensation

4.2.1 This Section 4.2 is expressly limited to the transport and termination of Local/ELCS/EAS Traffic and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties in this Agreement or of the Parties' Retail Provider customers. Because such traffic is believed to be in balance, both Parties agree that compensation for Local/EAS Traffic and ISP-Bound Traffic shall be on a bill and keep basis in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to transport and termination of such traffic issued by either Party.

422 Compensation for the termination of Toll Traffic exchanged between the Parties' networks will be in accordance with each Party's Switched Access Service tariffs. In the event that CLEC does not have a filed Switched Access Service tariff for Switched Access Service, CLEC's rates shall be the ILEC's tariffed Switched Access Service rates. In no event shall ILEC pay CLEC Switched Access Service rates that are higher than ILEC's Switched Access Service rates.

4.3 For the purposes of compensation under this Agreement, jurisdiction of VoIP-PSTN Traffic is determined by the physical location of the originating and terminating End User Customers. Signaling information associated with VoIP-PSTN Voice Traffic must comply with Section 6 of this Interconnection Attachment. VoIP-PSTN Traffic will be identified as either Local/EAS Traffic or Toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. At any time during the term of this Agreement, the Parties may agree on alternate methods to establish call jurisdiction for local VoIP-PSTN Traffic based on regulatory or technological evolution. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic.

CLEC represents and warrants that it originates and terminates all traffic in IP format such that interstate Switched Access Service rates shall apply to all Switched Access Service traffic.

4.4 Neither Party shall represent Switched Access Service traffic as Local/EAS Traffic or as ISP-bound Traffic for any purpose.

5. ROUTING

5.1 Both Parties will route traffic in accordance with Traffic Routing Administration (TRA) instructions.

5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic. The Parties agree that if a Party (either directly or indirectly through Retail Providers) assigns telephone numbers from an NPA-NXX to an End User Customer physically located outside the Rate Center Area with which the NPA-NXX is associated, the physical location of the calling and called End User Customers shall be used to determine the jurisdiction of the traffic for purposes of determining the appropriate compensation mechanism. Further, in order for End User Customers to be considered physically located in a Rate Center Area, such End User Customers must have valid E911 service with a corresponding record in the serving ALI Database.

5.3 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. Both Parties agree to only assign telephone numbers from an NPA-NXX Code(s) to an End User Customer at an End User Customer Location located inside the Rate Center with which the NPA-NXX Code(s) is associated, Numbers shall not be used to aggregate traffic to originate or terminate to either Party. If numbers are assigned to physical locations outside the local calling area,

calls to such numbers shall be subject to access charges. Notwithstanding any provision of this Agreement to the contrary, either Party may provide Virtual NXX of VNXX service to its End User Customers.

53.1 Virtual NXX or VNXX is service whereby an End User Customer is assigned a telephone number associated with a Local Calling Area (defined as the local exchange calling area including any mandatory local calling areas established and defined by the Commission), that is different from the Local Calling Area in which the Customer is physically located. For purposes of this Agreement, calls to or from a VNXX service is "VNXX Traffic".

53.2 The Parties agree to implement a VNXX billing factor ("VNXX Factor") to determine the amount of traffic that is VNXX Traffic. Thirty (30) days after the Effective Date of this Agreement, CLEC shall submit a proposed VNXX Factor to ILEC which shall reflect the amount of traffic that will be presumed to be VNXX Traffic along with appropriate intrastate and interstate jurisdictional factors (subject to verification and modification as provided herein). The Party providing VNXX service to its End User Customers will compensate the other Party for such VNXX Traffic in accordance with the other Party's intrastate and interstate Switched Access Services Tariffs.

53.3 To the extent that a Party does not initially implement billing to the other Party using the VNXX Factor, such Party reserves the right to implement billing using the VNXX Factor within six months from the date of the usage of VNXX Traffic being billed. Either Party can also bill VNXX Traffic quarterly instead of on a monthly basis. The VNXX Factor will be applied to the total minutes of use ("MOU") exchanged between the Parties for the given period, and the resulting originating and terminating MOUs will then be multiplied by the jurisdictional factors.

53.4 The VNXX Factor can be updated no more than quarterly. If a Party chooses to submit such updates, it shall forward to the other Party, no later than 15 days after the first day of January, April, July and/or October of each year, a revised VNXX Factor based on actual traffic data for the prior three months of traffic exchanged between the Parties, ending the last day of December, March, June and September, respectively. The revised VNXX Factor will apply prospectively and serve as the basis for billing until superseded by a new VNXX Factor.

53.5 The Party offering VNXX service is obligated to provide detailed supporting traffic data to support any proposed VNXX Factor based on actual traffic exchanged between the two Parties (instead of aggregate traffic factors based on total traffic originated and terminated by the Party offering VNXX service) and the VNXX Factor and jurisdictional factors are subject to verification and modification under the audit provisions of this Agreement and other relevant terms for Misclassified Traffic. Notwithstanding the timeframes set forth in audit provisions of this

Agreement, the Party proposing the initial or a quarterly VNXX Factor may be asked by the other Party to verify, pursuant to the audit provisions of this Agreement, the VNXX Factor if such other Party through reasonable evaluation of its records and in good faith determines the proposed VNXX Factor misrepresents the amount of VNXX Traffic. The Party so requested shall comply, and shall reasonably provide the supporting call detail records and other information used to determine the factors.

5.4 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.

5.5 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 611, 711, 811 and 911) to the other party over Interconnection Facilities.

6. SIGNALING

6.1 For traffic exchanged via direct interconnection between the Parties, each party shall provide accurate Calling Party Number ("CPN") and Jurisdictional Indication Parameter ("JIP") associated with the End User Customer originating the call. For traffic exchanged indirectly via a third-party tandem, each Party shall pass to such third-party tandem provider accurate CPN and JIP associated with the End User Customer originating the call.

6.1.1 Accurate CPN is:

6.1.1.1 CPN that is a working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer's Location.

6.1.1.2 CPN that has not been altered.

6.1.1.3 CPN that is not different than the originating number.

6.1.1.4 CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.

6.1.1.5 CPN that is assigned to an active End User Customer.

6.1.1.6 CPN that is associated with the ILEC Rate Center Area of the specific End User Customer Location.

6.1.2 Accurate JIP is:

6.1.2.1 The SS-7 JIP parameter should be populated in the initial address message of all wireline calls.

6.1.2.2 The JIP must be populated such that the JIP used for a given call can be populated with an NPA-NXX that is specific to both the switch as well as the state and LATA of the physical location of the caller.

6.1.2.3 When call forwarding occurs, the forwarded from Directory Number ("DN") field must be populated, the JIP will be changed to a JIP associated with the forwarded from DN and the new called DN will be inserted in the Initial Address Message ("IAM").

6.2 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. Each Party shall ensure that CPN is available for at least 95% of the calls it terminates to the other Party. Signaling information shall be shared, upon request, between the Parties at no charge to either Party. ILEC is currently unable to interconnect viaeither ISDN or IP interconnection and shall not be obligated to do so under this Agreement.

6.3 Signaling Parameters:

The Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks for the traffic addressed in this Agreement in order to process, track and monitor the traffic. Each Party will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate with one another and to exchange all appropriate CCS messages, for call set-up, including without limitation ISDN User Part ("ISUP"), Transaction Capability User Part ("TCAP") messages and Jurisdictional Indicator Parameter ("JIP") to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. Each Party will provide all CCS signaling parameters, including, but not limited to the originating CPN, in conjunction with all traffic it exchanges to the extent required by industry standards.

6.4 The Party responsible for any IP-Enabled Traffic agrees to provide information sufficient to accurately classify the traffic (Local Traffic, EAS, Intrastate Switched Access (includes IntraLATA Toll, where applicable), Interstate Switched Access, and such other information as may be reasonably required by the terminating Party to classify the traffic.

7. NETWORK MANAGEMENT

7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Each Party agrees to provide notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Details of ILEC's network technical specifications, forecasting, and trunk implementation are described in its operations handbook, and any final interconnection configuration shall be subject to mutual agreement of the Parties.

7.2 Grade of Service:

Each Party will provision its network to provide a designed blocking objective of a P.01.

7.3 Protective Controls:

Either Party may use protective network traffic management controls such as 7-

digit or 10-digit code gaps on traffic directed to the other Party's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

7.4 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

7.5 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that materially interferes with third parties in the use of their service, prevents third parties from using their service, materially impairs the quality of service to other carriers or to either Party's customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, whenever prior notice is not practicable due to a Network Harm that is imminent and that would have a material adverse effect on the network of a Party, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances and in compliance with FCC regulations, but only to the extent necessary (i.e., affecting as few End User Customers or facilities as possible for the minimum time period necessary) to address the specific Network Harm. In case of such temporary discontinuance or refusal, such Party will:

7.5.1 Promptly notify the other Party of such temporary discontinuance or refusal;

7.5.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and

7.5.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction; and

7.5.4 Restore the discontinued or suspended services immediately upon the elimination or reasonable mitigation of the Network Harm.

ANCILLARY SERVICES ATTACHMENT

ANCILLARY SERVICES

1. 911/E-911 ARRANGEMENTS

1.1 ILEC and CLEC both utilize neutral third-party(ies) for the provision of 911/E-911 services. For all 911 services to End User Customers, CLEC is responsible for connecting to such third-party and populating required databases. All relations between the third-party and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of such third-party.

1.2 ILEC is not liable for database errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers.

2. TELEPHONE RELAY SERVICE

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

3. DIRECTORY LISTINGS AND DIRECTORY DISTRIBUTION

3.1 CLEC will be required to negotiate a separate agreement for directory listings, except as set forth below, with ILEC's vendor for directory publications. ILEC will not impede CLEC in the listing of CLEC's End Users for inclusion in ILEC's directory. ILEC will provide CLEC with the contact information for the directory publisher. ILEC may, at its sole discretion, select a different third party to publish and distribute its directories and will notify CLEC if it changes publishers.

3.2 Listings

If CLEC chooses to submit subscriber information for inclusion in ILEC's Directory Listings database, CLEC agrees to supply directly to the ILEC's directory publisher vendor on a regularly scheduled basis, and in a format prescribed by the directory publisher, all listing information for CLEC's End Users who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and ZIP code), telephone numbers and primary advertising classifications, if applicable. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with directory publisher's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

3.3 Distribution

Upon directory publication, CLEC will arrange for the initial distribution of the directory to End User Customers in the directory coverage area. CLEC will supply directory publisher, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable directory publisher to perform its directory distribution to CLEC customers.

PRICING ATTACHMENT

RATES AND CHARGES

General. The rates contained in this attachment are the rates as referenced throughout this Agreement, are reciprocal.

A. Facilities Charges: Rate elements and rates for facilities under this Agreement are pursuant to ILEC's current interstate Access Service Tariff. The appropriate Access Service Request (ASR) shall be submitted to order interconnection facilities.

B. General Charges:

1. Manual Service Order Charge	$ 25.00
2. Service Order Cancellation Charge	$ 25.00
3. Service Order Change Charge	$25.00
4. Record Change Charge	$ 25.00
5. Manual Pre-Order Processing Charge	$ 25.00
6. Expedited Order Charge	$100.00

C. Additional Labor Charges: Except for the Customer Service Representative rates, rate elements and rates for additional labor charges under this Agreement are pursuant to ILEC's interstate Access Service Tariff filed with the Federal Communications Commission.

Customer Service Representative

a. Basic Time (per rep)	$ 37.29 each half hour or fraction
b. Overtime (per rep)	$ 55.94 each half hour or fraction
c. Premium Time (per rep)	$ 74.58 each half hour or fraction

D. Coordinated Hot Cut

Labor rates as listed above will be charged for the personnel involved in the conversion. However, if the hot cut is initiated by a 3rd party provider interconnected with Waverly, the third party provider must reimburse Waverly.