September 20, 2023

Mr. Reece McAlister
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-9052

Re: Approval of the Interconnection Agreement between Brantley Telephone Company and Level 3 Communications, LLC

Dear Mr. McAlister,
Attached for filing and approval by the Georgia Public Service Commission is the Interconnection Agreement between Brantley Telephone Company and Level 3 Communications, LLC for the State of Georgia.

Contact information for Brantley Telephone Company is as follows:

Andrea Mathie
13807 Cleveland Street E
Nahunta, GA 31553
Email: andrea.mathie@btctelcom.net
Phone: 912-42-3126

Please contact me if you have any questions or concerns.

Bridget Alexander White

Bridget Alexander White
Staff Director – JSI
bridget.alexander@jsitel.com
301.459.7590

INTERCONNECTION AGREEMENT

Between

Brantley Telephone Company

And

Level 3 Communications, LLC

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GLOSSARY

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

LOCAL NUMBER PORTABILITY (LNP) ATTACHMENT

INTERCONNECTION ATTACHMENT

ANCILLARY SERVICES ATTACHMENT

PRICING ATTACHMENT

INTERCONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") is effective upon approval by the Commission (the "Effective Date"), by and between Level 3 Communications, LLC ("Level 3") with offices at 931 14th Street, (9th FL), Denver, CO 80202, and Brantley Telephone Company ("Brantley") with offices at 13807 Cleveland Street E, Nahunta, GA 31553. This Agreement may refer to either Brantley or Level 3 or both as a "Party" or "Parties."

WHEREAS, Brantley 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)), authorized to provide Telecommunications Services in the State of Georgia and

WHEREAS, Level 3 is a competitive local exchange telecommunications company authorized to provide Telecommunications Services in the State of Georgia; and

WHEREAS, Level 3 represents to Brantley that it is a common carrier under the Act and, acting as a common carrier, has requested interconnection with designated facilities of Brantley; and

WHEREAS, the Parties acknowledge that Brantley is a rural telephone company as defined in Section 3(37) of the Act (47 U.S.C. § 153(37)). By voluntarily entering into this Agreement, Brantley, as a rural telephone company, is not waiving its right under Section 251(f) of the Act that it is exempt from 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, Brantley and Level 3 agree as follows:

1. PURPOSE

1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under Sections 251(a) and (b) of the Act.

1.2 Brantley has no obligation to establish interconnection service arrangements to enable Level 3 to exchange solely non-telecommunications traffic or to act in any capacity other than as a common carrier. Level 3 agrees that it is requesting and will use this arrangement for the primary purpose of exchanging Non-Access Telecommunications Traffic and that any exchange of traffic including Information Service traffic or VoIP 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. 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. If the FCC determines that VoIP service is other than Telecommunications Service and VoIP-PSTN Traffic is exchanged under this Agreement, 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.

1.3 Level 3 agrees that it seeks interconnection 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.

1.4 Level 3 or Brantley may provide services, including but not limited to interconnection and numbering services, to a Retail Provider. The provision of such services does not diminish any obligations of Level 3 pursuant to section 251 and 252, nor does it diminish any of the responsibilities of Level 3 with respect to its Retail Providers, as provided in this Agreement.

2. TERM OF THE AGREEMENT

2.1 This Agreement will commence upon approval by the Commission and has 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 ("Renegotiation Request"). If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the pendency of any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings, the Parties will continue to provide services to each other pursuant to this Agreement.

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 thirty (30) days written notice to the other Party if traffic will no longer be exchanged; provided, however, that this Agreement cannot be terminated prior to ninety (90) days after the original expiration date. If traffic will continue to be exchanged after termination, the Parties shall provide 120 day notice to renegotiate terms of a new agreement.

2.4 In the event that services are provided on a month-to-month basis beyond the term of this Agreement, the rates, at Brantley's option, may be increased to the rates provided by Brantley's then current Tariffs or interconnection agreements. Level

3 shall continue to offer all services to Brantley previously available under this Agreement pursuant to the terms and conditions herein provided and at the lesser of the rates herein provided or Level 3's then current Tariffs, rates sheets or applicable contracts.

2.5 Unless Level 3 provides notice of its intent to implement this Agreement, Brantley may terminate this Agreement upon thirty (30) days written notice from or verification by Level 3 that it has ceased or will not offer Local Exchange Service in the Brantley service area. In addition to notice or verification from Level 3, Brantley may rely upon any publicly available information in concluding that Level 3 is no longer providing Local Exchange Service in this state, and immediately terminate this Agreement upon thirty (30) days written notice to Level 3.

3. TERMINATION OF THE AGREEMENT

3.1 Termination for Default Not Cured Within Thirty (30) 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 thirty (30) 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 Level 3 is adjudicated to not be a Telecommunications Carrier under the Act.

3.1.4 Level 3 is adjudicated to not be a common carrier by the Commission or a court of competent jurisdiction.

3.2 Termination for Insolvency or Bankruptcy

3.2.1 This Agreement is immediately terminated upon a Party becoming insolvent or upon the initiation of a voluntary bankruptcy proceeding.

3.2.2 In the event that an involuntary bankruptcy or receivership proceeding is initiated against a Party, this Agreement shall terminate unless such proceeding is set aside within thirty (30) days.

3.3 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 party service providers for information or services offered under this Agreement unless a Letter of Agency is provided. 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 all terms of this Agreement with respect to services provided over the transferred facilities pursuant to the terms of this Agreement. 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 (i) proof of financial strength of the proposed assignee reasonably necessary to support the obligations of this Agreement being assumed or (ii) investigation of prior complaints filed against or adjudicated against the proposed assignee. Notwithstanding the foregoing, either Party may assign this Agreement to a wholly owned corporate Affiliate by providing prior written notice to the other Party of such assignment or transfer and provided that the assigning entity agrees to remain personally liable to the other Party for all obligations assigned by it. 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 Level 3 represents and warrants with respect to all services for which this Interconnection Agreement is sought, that Level 3 will (i) offer such services to all potential users indifferently; (ii) will allow customers to transmit information of the customer's own design and choosing; and (iii) that Level 3 will be operating as a common carrier with respect to its interconnection with Brantley.

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 (30) 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 two years old or that predate this Agreement. If a Party fails to bill for a service within two (2) years 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.

9.2 Billing Disputes Related to Unpaid Amounts

9.2.1 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 thirty (30) days of its receipt 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 and one half percent (1-1/2 %) per month or (ii) the highest rate of interest that may be charged under Georgia's applicable law. If Disputed Amounts resolved to be due to the Billing Party are not paid within ninety (90) days after they are determined to be due, provided the Billing Party has given the Billed Party an additional thirty (30) days written notice and opportunity to cure the default, the billing party may begin disconnect procedures according to legal process. 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.

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

9.3.1 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Georgia's applicable law.

9.3.2 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 unless payment is received by the fifteenth (15th) 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.

9.3.3 If, following the notice under Section 9.3.2, the Billed Party fails to pay all amounts due within thirty (30) days, 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 to the Billed Party. Notice shall be as provided in Section 27 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 service 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 service 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 two (2) years 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 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year and/or following termination of the Agreement 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. Level 3's data will also include Level 3's retail providers' data. 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.

9.6.2 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 twenty-four (24) 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.

9.6.3 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 Level 3-Retail Provider Arrangement, Level 3 will obtain and provide access to all books, records, documents and other information reasonably necessary to assess the accuracy of the data applicable to that traffic.

9.6.4 If an independent auditor is to be engaged, the Parties shall mutually select an auditor by the thirtieth (30th) day following the audited Party's receipt of a written audit notice. The auditing party shall cause the independent auditor to execute a nondisclosure agreement in a form mutually agreed upon by the Parties.

9.7 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 industry standard records. 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 upon 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 Proprietary Information in response to a request of 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 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.

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.

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. Level 3 expressly assumes responsibility, as between Level 3 and Brantley, and agrees to reimburse and make whole Brantley for damages incurred by Brantley due to (i) fraud committed by Retail Providers contracting, directly or indirectly, with Level 3 to utilize the interconnection hereby established; (ii) fraud permitted by Retail Providers contracting, directly or indirectly, with Level 3 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 ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties, such disputes may also be submitted to binding arbitration. In the case of an 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 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 term 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 gross negligence including, without limitation, acts of nature, acts of civil or military authority, acts of public enemy, government regulations, embargoes, epidemics, pandemics, strikes, lockouts, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, tornadoes, storms, inability to secure products or services of other persons or transportation facilities, other work interruptions by employees or agents not within the reasonable control of the non-performing Party. 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 Level 3 for use of the services provided under this Agreement shall be deemed to be within Level 3'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

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 and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

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 Level 3 or Brantley in compliance with this Agreement, shall be deemed

to create an agency or joint venture relationship between Level 3 and Brantley, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Level 3 or Brantley 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 Level 3's End User Customers, Brantley 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 22.1, 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.

22.2 Indemnification

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 for:

22.2.1.1 damage to tangible personal property or for personal injury proximately caused by the gross 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, 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.

22.2.2 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.

22.2.3 In addition to the indemnities above, Level 3 shall indemnify and hold harmless Brantley from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") caused to Brantley by any Retail Provider or other third party contracting, directly or indirectly, with Level 3 for use of the services provided by this Agreement, or otherwise using Level 3 to deliver traffic to or receive traffic from Brantley'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 Brantley is compensated in full for such exchanged traffic in accordance with the terms of this Agreement. Brantley will notify Level 3 of information it has received or discovered which appear to trigger this indemnity obligation and provide back-up to support its concerns. Level 3 will have thirty (30) days to respond to such concerns, and, to the extent such claims are shown to be valid, shall reimburse Brantley promptly for all loss incurred by Brantley. In addition, Level 3 shall take immediate steps to prevent future problems from the offending Retail Provider(s) to the extent they can be identified.

22.2.4 The Indemnified Party will notify and provide detailed information regarding the claims to notify the Indemnifying Party promptly in writing of any Claims 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.

22.2.5 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 ten (10) 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.

22.2.6 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 Indemnifying Party from or against, any Claims in excess of the amount of the refused compromise or settlement.

22.2.7 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 23.2, and Level 3's responsibilities for actions and traffic of its Retail Provider customers 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 23.2, and Level 3's responsibilities for actions and traffic of its Retail Provider customers as specified in other provisions of this Agreement, 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 23.2, and Level 3's responsibilities for actions and traffic of its Retail Provider customers 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 said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

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.

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, deemed delivered upon receipt, with a scanned copy to the following addresses of the Parties:

To: **Brantley Telephone Company**

Attn: Andrea Mathie
13807 Cleveland Street E
Nahunta, GA 31553
Email: andrea.mathie@btctelcom.net
Phone: 912-42-3126

To: **Level 3 Communications, LLC**
Lumen
Attn: Gary Black
VP – Carrier Relations
1025 Eldorado Blvd
Broomfield, CO 80021
Phone: 720-888-2000
Email: gary.blackjr@Lumen.com

With a copy to:

Level 3 Communications, LLC
Attn: Lumen Law Department
C/O Wholesale Interconnection
931 14th Street (9th FL)
Denver, CO 80202
Facsimile: (303) 383-8553
Email: Legal.Interconnection@Lumen.com

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 thirty (30) days 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. 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 net 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

Level 3 will be financially responsible for all traffic sent to Brantley under such retail business arrangements. Level 3 may not use this Agreement to provide interconnection services to a Retail Provider that is a CMRS carrier.

35. SEVERABILITY

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.

36. LOCAL DIALING PARITY

Both parties will adhere to FCC local dialing parity rules.

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

BRANTLEY TELEPHONE COMPANY	LEVEL 3 COMMUNICATIONS, LLC
By:	By: Gary R Black Jr (Sep 18, 2023 14:22 MDT)
Name: Donovan Strickland	Name: Gary Black
Title: VP/General Manager	Title: VP – Carrier Relations
Date: 9/8/2023	Date: Sep 18, 2023

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), as interpreted in the duly authorized and effective rules and regulations of the FCC.

2.3 AFFILIATE.

Shall have the meaning as set forth in 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 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between Level 3's switch (or its equivalent) and Brantley's switch.

2.13 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.

2.14 END USER CUSTOMER.

The residence or business subscriber that is the ultimate user of the Telecommunications Services provided by either of the Parties using its own network facilities or by a Last Mile Provider.

2.15 END USER CUSTOMER LOCATION.

The physical location of the premises of the End User Customer, which is the location that is listed in the ALI database.

2.16 EXCHANGE AREA.

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

2.17 FCC.

The Federal Communications Commission.

2.18 INFORMATION SERVICE.

The term shall be as defined in the Act. (47 U.S.C. §153(20)).

2.19 INTEREXCHANGE CARRIER (IXC).

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

2.20 INTERLATA TRAFFIC.

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

2.21 INTRALATA Traffic.

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

2.22 INTERNET PROTOCOL CONNECTION (IPC).

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

2.23 IP-ENABLED TRAFFIC

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 customer's exchange, as defined and specified in Brantley's local exchange tariff.

2.24 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) 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.

2.25 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.

2.26 LINE INFORMATION DATABASE (LIDB).

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

2.27 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.28 LOCAL/ /EXTENDED AREA SERVICE (LOCAL/EAS) TRAFFIC.

Local/EAS Traffic is any Non-Access Telecommunications Traffic, including VoIP-

PSTN and ISP-Bound 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 Brantley's local exchange tariff. 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 or traffic originated as CMRS traffic. If the CLEC's ISP traffic will be broadband traffic, the broadband traffic will be converted to TDM traffic prior to routing over the local interconnection group.

2.29 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.30 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.

2.31 NON-ACCESS TELECOMMUNICATION TRAFFIC.

"Non-Access Telecommunications Traffic" is as defined in 47 C.F.R. Section 51.701(b)(1) and (3) which currently means traffic exchanged between End User Customers of a Party, including VoIP-PSTN Traffic that originates and terminates within a single mandatory two-way local calling area as identified in Brantley's Tariff, except for telecommunications traffic that is interstate or intrastate exchange access, CMRS, information access, or exchange services for such access.

2.32 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands for wireline telecommunications traffic. 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.

2.33 NUMBERING PARTNER

The carrier from which an interconnected VoIP provider obtains numbering resources. A Numbering Partner must be authorized to receive numbers from NANPA and has responsibility to comply with the FCC numbering rules, including LNP requirements.

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 OPERATIONS PUBLICATIONS

The planning document describing technical and operational coordination between the parties. Commonly referred to as Number Portability Procedures, Operations and Network Planning Handbook and/or Trading Partner Profile.

2.37 POINT OF INTERCONNECTION (POI).

The physical location(s) mutually agreed upon and designated by the Parties for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic. Each Party shall be responsible for all costs on its respective side of the POI.

2.38 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 a Brantley for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the Brantley Exchange Area as defined by the Commission.

2.39 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by Brantley 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 Brantley Exchange Area as defined by the Commission.

2.40 RETAIL PROVIDER

The entity that offers service to the End User Customer or obtains service from one of the Parties to this Agreement for sale to another entity(ies). A Retail Provider may or may not have its own facilities and may be either a Telecommunications Carrier or a non-Telecommunications Carrier.

2.41 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). Brantley and Level 3 currently utilize this out-of-band signaling protocol.

2.42 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.

2.43 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.

2.44 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on Level 3's network and is transported through the tandem of a third party to terminate to Brantley. The tandem 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. Transit Traffic does not include any traffic delivered to or from or carried by an IXC at any time during the call.

2.45 TARIFF.

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

2.46 TELCORDIA TECHNOLOGIES or TELCORDIA.

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

2.47 TELECOMMUNICATIONS CARRIER.

For purposes of this agreement, the term "telecommunications carrier" means any provider of wireline telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing Telecommunications Services.

2.48 TELECOMMUNICATIONS SERVICE.

The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.49 TELEPHONE EXCHANGE SERVICE.

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

2.50 TOLL TRAFFIC.

Toll Traffic is any call, 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 outside the mandatory local calling area associated with the originating End User Customer's exchange, as defined and specified in Brantley's local exchange Tariff.

2.52 TRACEBACK

The act of identifying the source of suspected unlawful robocalls and suspicious traffic.

2.53 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.

2.54 WHOLESALE SERVICE

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.

2.55 WHOLESALE TELECOMMUNICATIONS SERVICE

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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1. PRE-ORDERING

1.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of End User 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 ("NANC") approved recommendations adopted by the FCC, the FCC orders or rules or NANC recommendations adopted by the FCC will prevail.

1.2 Customer Service Record ("CSR") requests are optional. If a party requests a CSR, the CSR request must include: End User Customer Name, telephone number, and service address. 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 that adhere to all applicable requirements of state and federal law and shall produce such authorization as required by any applicable state or federal law.

1.3 CSR requests are optional. If a party supports CSRs, the Customer Service Record Request response must provide the following information: End User Customer name, service address validation, telephone number validation.

1.4 CSR Requests will be submitted utilizing the Old Service provider ("OSP") preferred CSR format.

1.5 Each Party will exchange Operation Publications and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information, including contact information for these functions.

1.6 The Parties shall exchange preordering, ordering, provisioning, and maintenance information via email. Parties may mutually agree to add other forms of information exchange such as Graphical User Interfaces ("GUI"s).

1.7 The Parties agree not to view, copy, or otherwise obtain access to the End User Customer 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. If there is an End User Customer complaint or an unusual request for CSRs (i.e., a large increase in volume), the Parties reserve the right to request each other's verification information authorizing access to the End User Customer service record information. If the review reveals that the End User Customer record information was obtained without proper legal permission (e.g., Third Party Verification or LOA), corrective action may be taken as permitted by state and federal law. All such information obtained shall be deemed information covered by the Proprietary

and Confidential Information section in the General Terms and Conditions of this Agreement.

1.8 If a CSR is requested by a Party, and the Party producing the information receives an End User 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 CSR within three (3) Business Days of receipt of such request.

1.9 Each Party reserves the right to discontinue providing CSR information to the other Party, except upon documentation of End User Customer authorization, in the event End User Customer 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.

1.10 Parties may bill each other a CSR charge as specified in the Pricing Attachment for each CSR submitted. An individual CSR will be identified for billing purposes by the working Telephone Number posted on the CSR.

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 FCC required port validation fields, the requested port due date and the SPID of the ordering Party.

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

2.1.4 Parties may bill each other 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.

2.1.5 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.

2.1.6 A Level 3 profile and billing account must be established prior to submitting service orders.

2.2 Provisioning.

2.2.1 The Parties shall provision services during regular business hours as listed in a Party's Operations Publications. If Level 3 requests for provisioning of service outside Brantley's regular business hours, or if the work requested requires Brantley's technicians or project managers to work outside of regular working hours, and Level 3 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 a Party cancels an LSR any costs incurred by Brantley in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.

2.2.3 Expedite Order Charges. Expedited Service order charges will apply for provisioning intervals less than the standard interval. The Expedited Service order charge, which is reciprocal, 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 a Party 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 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 nor a Cancellation Charges shall apply.

2.2.5 Access to Inside Wire.

2.2.5.1 Level 3 is responsible for accessing customer premises wiring without disturbing Brantley plant or facilities. In no case shall Level 3 remove or disconnect the loop facilities, or ground wires from the Brantley NIDs, enclosures, or protectors. If Level 3 removes the Brantley loop in violation of this Agreement, Level 3 will hold Brantley harmless from any liability associated with the removal of the Brantley loop or ground wire from the Brantley NID. Neither Party has the right to remove or disturb any other connections to the NID, enclosure or protector under the terms of this Agreement. Furthermore, Level 3 shall not remove or disconnect NID modules, protectors, or terminals from Brantley NID enclosures.

2.2.5.2 Level 3 shall warrant that it is responsible for access to the customer premises wiring by any Retail Provider. Level 3 shall take all financial responsibility for damage to Brantley plant or facilities

caused by the Retail Provider. Level 3 shall indemnify and hold Brantley 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.

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 business rules. The Parties agree to provide contacts and 24 hour, 7 day per week contact numbers for service maintenance. Parties shall provide maintenance requests in the same manner as they do for their own End User Customers.

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.

3.4 If a Party contemplates a change in its network that it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days' advance written notice of such change to the other Party.

4 TRACEBACK

4.1 The Parties will provide Traceback in accordance with FCC orders, rules, and regulations.

5. 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.

6. 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.

7. MISCELLANEOUS

7.1 Misdirected Calls.

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

7.1.2 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.

7.1.3 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.

7.1.4 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.

7.2 Letter of Authorization.

7.2.1 This Agreement will serve as a "blanket LOA" by which each Party agrees that it will not submit requests to view a customer service record or switch an End User Customer's service without meeting applicable state and federal requirements for such requests.

7.2.2 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. The NSP is responsible for any charges that may be incurred in connection with service requests associated with transfer of customers.

7.3 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.

7.4 Pending Orders. Parties will not place an End User Customer CSR request or local service request orders in a hold or pending status.

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

7.6 The Parties shall return a Local Service Request ("LSR") response within 4 business hours for simple port requests and within twenty-four (24) business hours for non-simple ports.

7.7 For direct interconnection, Level 3 shall issue an ASR to Brantley for ordering Local Interconnection Trunks. Level 3 shall use ordering procedures listed in the appropriate Brantley tariff and standard intervals will apply.

7.8 Contact Numbers. The Parties agree to provide one another with contact numbers for ordering, provisioning and maintenance of services.

LOCAL NUMBER PORTABILITY (LNP) ATTACHMENT

LOCAL NUMBER PORTABILITY

1. GENERAL

1.1 The Parties will provide local number portability ("LNP"), in accordance with FCC orders, rules and regulations, and North American Numbering Council ("NANC") guidelines and recommendations adopted by the FCC for wireline services.

1.2 The Parties will work cooperatively to implement any additional FCC ordered portability rules in the timeline outlined in any such order. If a Party acts as a Numbering Partner and ports on the behalf of a Retail Provider that Party is fully responsible for compliance with porting rules as defined in this Section 1.1.

1.3 If either Party's Business Rules conflict with the FCC's rules and orders, the FCC's rules and orders will prevail.

1.4 This Agreement does not allow portability where the End User Customer moves outside the rate center.

1.5 Prior to providing local service and porting in Brantley's local exchange area, Level 3 shall obtain a separate numbering resource for each Brantley rate center in which Level 3 will provide exchange services and will port telephone numbers from Brantley.

1.6 Number Portability Administration Center
Each Party is responsible for establishing and maintaining the required regional contracts with the Number Portability Administration Center ("NPAC").

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

1.8 N-1 Query.

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

1.8.2 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 or network 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.

1.9 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 must be identified on the Customer Service Record ("CSR").

1.10 Splitting of Number Groups.

The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial ("DID") numbers and MultiServ groups) to be split in connection with an LNP request. Brantley and Level 3 shall permit End User Customers who port a portion of DID numbers assigned to such customers to retain DID service on the remaining numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.11 The Parties will adhere to effective NANC LNP process flows for LRN with or without unconditional or 10-digit triggers as applicable.

1.12 Non-Portable Numbers
Certain types of numbers, including but not limited to the following types, shall not be ported:

1.12.1 555, 950, 956, 976 and 900 numbers;

1.12.2 N11 numbers (e.g., 411 and 911);

1.12.3 988

1.12.4 Toll-free service numbers (e.g., 800, 888, 877 and 866); and

1.12.5 Disconnected or unassigned numbers.

2. COORDINATED CUTOVERS

2.1 If Level 3 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") is not a Simple Port.

2.2 Brantley will charge Level 3 for the labor required to perform the CHC including time waiting for Level 3. 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 Neither Party is required to offer CHC; provided however, to the extent Brantley provides CHC, Brantley will provide Level 3its procedures for a CHC when requested by Level 3.

3. OBLIGATIONS OF BOTH PARTIES

3.1 Each party will return disconnected ported telephone numbers to the OSP via the release or disconnect function in the NPAC.

3.2 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g., E911, Directory Listings, Operator Services, Line Information Database ("LIDB"), when they port the End user's telephone number to their switch.

3.3 Each Party shall fully complete its port orders on the confirmed due date.

INTERCONNECTION ATTACHMENT

INTERCONNECTION

1. GENERAL

1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between Brantley and Level 3 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, where each Party directly provides Telephone Exchange Service to the End User Customer or has an arrangement with the Retail Provider to provide an equivalent type Telecommunications 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 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 Level 3 is responsible for all of its originating traffic that Level 3 exchanges with Brantley over direct or indirect interconnection via a third party including but not limited to voice traffic, VoIP-PSTN Traffic, ISP-Bound Traffic and toll traffic. Level 3 shall not provision any of its services in a manner that permits the circumvention of Brantley's applicable Switched Access Service charges by it or a Retail Provider. Level 3 agrees to be responsible for and pay its portion of the Interconnection Facilities on its side of the POI, and all Reciprocal Compensation and Access Service charges associated with all traffic that Level 3 exchanges with Brantley, including traffic of a Retail Provider. Level 3 is the sole responsible Party with respect to all traffic originated by Level 3 End User Customers or Retail Providers.

2.2 Each Party agrees 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. Due to the advancement of IP technology and applications available, services have become more nomadic. Because of this, the Parties agree that Traffic originating from or terminating to an Internet protocol ("IP") device other than at the End User's service location in Brantley's local calling area (Nomadic Traffic) provided by either Party will be incidental. If either Party believes that the a significant amount 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 to circumvent applicable Switched Access Service charges by it or a Retail Provider. If an audit showing significant amount of Nomadic Traffic, the originating Party shall pay access charges on the Nomadic traffic identified. If either Party intends to send a significant amount of Nomadic Traffic, then such Party shall notify the other Party in writing within sixty (60) days to agrees to pay access on such Nomadic Traffic.

2.3 Level 3 provides Non-CMRS 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, Level 3's Wholesale Telecommunications Service for traffic exchange is considered to be the provision of End Office switching functions for the Retail Provider so neither Level 3 nor its Retail Provider customer is entitled to bill, nor is the Brantley 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 for determining the correct classification of traffic pursuant to Section 6 of this Attachment.

2.5 The delivery of traffic that has had Signaling or Signaling Parameters stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned ("Misclassified Traffic") is prohibited under this Agreement. 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 2.7, 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 available 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 unless a written notice of dispute is provided by the originating Party.

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.

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 during any consecutive three (3)-month period is Misclassified Traffic, such Party shall be in Default of 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 shall be rerouted to toll trunk groups and properly identified. This obligation applies during the pendency of a dispute.

2.9 In addition to the audit provisions of Section 9.6 of the General Terms and Conditions, or in the event of a dispute with regard to Misclassified Traffic, each Party shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges. Both Parties shall cooperate in providing the records required to conduct such audits. Upon request, each 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 consecutive six-month period.

3. INDIRECT CONNECTION

3.1 The Parties will indirectly interconnect for the exchange of Local Traffic through the use of a third party intermediary tandem provider. Parties may mutually agree that a direct interconnection (which for purposes of this agreement shall mean an average of 250,000 two way minutes of use over a consecutive three-month period) will be established.

3.2 The Parties will exchange Local /EAS Traffic indirectly through a mutually agreeable third-party tandem in which both parties are connected and as identified in the LERG.

3.3 Each Party shall pay its transit charges for its originated traffic sent to the other Party for termination.

4. PHYSICAL CONNECTION

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

4.2 The dedicated interconnection facilities shall meet accepted industry practice and standard technical specifications.

4.3 Brantley and Level 3 may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic and ISP-Bound Traffic and toll traffic. If both local and toll traffic share the same transport facility, the toll traffic must be on a separate trunk group and must be routed according to the LERG. End office switches shall not be used to switch toll calls to a different end office. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 4 of this Attachment.

4.4 Physical Interconnection

4.4.1 Brantley deploys in its network end office switches.

4.5 Trunk Types

4.5.1 Local Interconnection Trunks. 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/EAS Traffic and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate CMRS traffic, InterLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.

4.5.2 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.

4.6 Direct End Office Trunks

4.6.1 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic in the geographic area covered by the Brantley exchanges.

4.6.2 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic between Level 3's switch and a Brantley End Office and are not switched at a Local Tandem location.

4.6.3 All traffic received by Brantley on the Direct EO Trunk from Level 3 must terminate in the End Office, i.e., no tandem switching will be performed in the End Office.

4.7 Toll Trunks

4.7.1 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 Brantley's respective tariffs will apply to traffic terminated over the toll trunks. Level 3 shall route appropriate traffic to the respective Brantley switches on the trunk groups as specified in this

Attachment. Brantley shall route appropriate traffic to Level 3 switches on the trunk group or trunk groups as specified in this Attachment.

4.8 911 Trunks

4.8.1 Level 3 shall be responsible for establishing all necessary 911 trunks for its End User traffic with the appropriate Public Safety Answering Points.

4.8.2 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. Level 3 will order trunks in the agreed-upon quantities via an Access Service Request ("ASR") according to the Ordering Attachment.

5 If Level 3's request requires Brantley to build new facilities (e.g., install new fiber), Level 3 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.

6 Interface Types:

If the POI has an electrical interface, the interface will be a DS1 facility.

7 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 Level 3 or Brantley NPA–NXX codes properly assigned under numbering guidelines and rules shall be part of this Agreement.

8 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.

9 COMPENSATION

9.1 Facilities Compensation

9.1.1 For Direct Interconnection Facilities, Level 3 may lease facilities from Brantley or lease facilities from a third party to reach the POI.

9.1.2 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.

9.1.3 If Level 3 chooses to lease Direct Interconnection Facilities from Brantley to reach the POI, Level 3 shall compensate Brantley for such leased Direct Interconnection Facilities used to interconnect with Brantley's network for the transmission and routing of Local/EAS/ISP-Bound Traffic at the rates contained in the Pricing Attachment of this Agreement.

9.1.4 Level 3 may use a third party carrier's facilities for purposes of establishing physical interconnection with Brantley. In such case, on behalf of Level 3, the third party carrier will connect dedicated facilities with Brantley. Level 3 shall be responsible for the payment to any third party carrier for any charges associated with the facilities. In no case shall Brantley be responsible for payment to the third party carrier.

9.1.5 In the event Level 3 requests Brantley to modify its network in order to accommodate Level 3's interconnection with Brantley, Level 3 agrees to pay all associated costs. Payment terms for such costs will be negotiated between the Parties on an individual case basis prior to any network modifications by Brantley. If Level 3 uses a third party network provider to reach the POI, Level 3 will bear all third party carrier charges for facilities and traffic in both directions on its side of the POI.

10 Traffic Termination Compensation

10.1 This Section 4.2 is expressly limited to the transport and termination of Local/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. Compensation for Local/EAS Traffic and ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.

10.2 Compensation for toll/access traffic will be in accordance with each Party's Switched Access Service tariffs. In the event that Level 3 does not have a filed Switched Access Service tariff for Switched Access Service, Level 3's rates shall be Brantley's tariffed Switched Access Service rates or the Commission-approved statewide average Switched Access Service rates, whichever is lower. In no event shall Brantley pay Level 3 Switched Access Service rates that are higher than Brantley's Switched Access Service rates.

10.3 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.

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

10.5 Level 3 originated traffic will be delivered to Brantley in a format that will not require Brantley to convert it from IP to TDM format.

11 ROUTING

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

11.2. Both Parties shall adhere to the North American Numbering Plan ("NANP") guidelines for wireline traffic. The Parties agree not to assign 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 within a Rate Center Area, such End User Customers must have valid E911 service with a corresponding record in the serving ALI Database.

11.3. Once Level 3 has been assigned telephone numbers from NANPA, Level 3 shall assign the telephone numbers within those codes or blocks only to End User Customers physically located in the Brantley Rate Centers associated with the number blocks either directly or by means of a dedicated facility from the subscriber's physical location to a location within the Brantley Rate Centers (such as FX service). 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.

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

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

12. SIGNALING

12.1 Each party shall provide accurate Calling Party Number ("CPN") and, Jurisdictional Indication Parameter ("JIP") , if technically feasible, associated with the End User Customer originating the call.

12.2 Each party shall provide accurate Calling Party Number ("CPN") associated with the End User Customer originating the call. Accurate CPN is:

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

12.2.2 CPN that has not been altered.

12.2.3 CPN that is not different than the originating number.

12.2.4 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.

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

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

12.2.7 If technically feasible, JIP shall be populated as follows:

12.2.8 The SS7 JIP parameter should be populated in the initial address message of all wireline calls.

12.2.9 JIP must be populated with an NPA-NXX that is the same as NPA-NXX of the Local Routing Number ("LRN") for calls terminating to the same Rate Center Area.

12.2.10 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 IAM.

13. Signaling:

The Parties will connect their networks using mandatory SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling. 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. Brantley is currently unable to interconnect via IP interconnection and shall not be obligated to do so under this Agreement.

14. Signaling Parameters:

14.1. 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"), and, if technically feasible, Jurisdictional Indicator Parameter ("JIP"). Each Party will provide all mandatory 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.

14.2. 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), Interstate Switched Access, and such other information as may be reasonably required by the terminating Party to classify the traffic. In addition to the Parties' obligation to deliver traffic with accurate signaling parameters, each Party agrees to assume responsibility for all IP-Enabled Traffic originated from its network.

15. **NETWORK MANAGEMENT**

15.1. 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. Both Parties agree 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 network technical specifications, forecasting, and trunk implementation shall be in accordance with the Brantley Operations Handbook.

15.2 Grade of Service:

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

15.3 Protective Controls:

Either Party may use protective network traffic management controls such as 7-digit or 10-digit code gaps, as applicable, on traffic towards each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. Level 3 and Brantley will immediately notify each other of any protective control action planned or executed.

15.4 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.

15.5 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End User 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, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, if prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

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

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

15.5.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

ANCILLARY SERVICES ATTACHMENT

ANCILLARY SERVICES

1. 911/E-911 ARRANGEMENTS

1.1 Each Party is solely responsible for making their own 911 arrangements to connect to the current 911 provider and for making database updates on a timely basis for their respective End User Customers. All relations between the 911 provider and Level 3 are totally separate from this Agreement and Brantley makes no representations on behalf of the 911 provider.

1.2 Brantley is not liable for errors with respect to Level 3's provision of 911/E-911 services to Level 3's End User Customers or Retail Providers.

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 Level 3 may negotiate a separate agreement with the Brantley's publisher for directory listings, publication and distribution.

3.2 Level 3 currently works directly with a third-party publisher in order to make its directory listings available to any and all publishers.

3.3 Any charges for directory listings or distribution will be between Level 3 and its publisher.

PRICING ATTACHMENT

RATES AND CHARGES

General. The rates contained in this attachment are the rates as referenced throughout this Agreement are subject to change as a result of filings to state and federal commissions, or state and federal commission rulings and proceedings.

A. Facilities Charges:

1. DS1 Facilities

a. Direct Trunk Transport	$ Tariff Rate
b. Direct Trunk Termination	Tariff Rate
c. Installation	Tariff Rate

2. Trunk Activation Charge	Tariff Rate per 24 trunks
3. Access Service Request (ASR)	Tariff Rate
4. Billing Account Establishment Level 3	$250 one-time fee paid by

B. Reciprocal General Charges:

1. Manual Service Order Charge	$ 25.00/request
2. Service Order Cancellation Charge	$ 25.00/request
3. Service Order Change Charge	$ 25.00/request
4. Customer Service Record Request Charge	$ 25.00/request
5. Expedite Order Charge	$ 100.00/request

C. Additional Labor Charges: Rate elements and rates for additional labor charges under this Agreement are pursuant to Brantley's interstate Access Service Tariff filed with the Federal Communications Commission.

D. Coordinated Hot Cut Charges:

Labor rates as listed above will be charged for the personnel involved in the conversion.