INTERCONNECTION AGREEMENT

BY AND BETWEEN

COMSOUTH TELECOMMUNICATIONS, INC. (D/B/A HARGRAY)

AND

LEVEL 3 COMMUNICATIONS, LLC

General Terms and Conditions

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GLOSSARY

ATTACHMENTS

- Pre-ordering, Ordering, Provisioning Maintenance and Repair
- Local Number Portability
- Interconnection
- Ancillary Services
- Pricing

INTERCONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 1st day of August 2022 (the "Effective Date"), by and between ComSouth Telecommunications, Inc. (d/b/a Hargray) ("ILEC") with offices at 870-C William Hilton Parkway, P.O. Box 5986, Hilton Head Island, SC 29938 and Level 3 Communications, LLC, a subsidiary of CenturyLink Communications, n/k/a Lumen Technologies, Inc. with offices at 1025 Eldorado Boulevard, Broomfield, CO 80021 ("Level 3 or CLEC"). This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

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

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

WHEREAS, the Parties wish to interconnect their facilities, either directly or indirectly, and exchange Telecommunications Traffic specifically for the purposes of fulfilling their obligations pursuant to §§ 251 (a) and (b) of the Act; and

WHEREAS, Parties do not waive their rights and ability to participate in legislative, regulatory, or judicial matters.

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

1.0 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 §§ 251 (a) and (b) of the Act.

1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange Information Services traffic. CLEC agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic, whether originated by CLEC or a Retail Provider, and that any exchange of Information Services traffic will be incidental to the Parties' exchange of Telecommunications Traffic. The FCC has not determined whether VoIP or IP-Enabled Traffic is a Telecommunications Service or an Information Service. For the purposes of this Agreement, VoIP or IP-Enabled Traffic shall be treated as Telecommunications Service voice traffic. If the FCC determines that any type of VoIP or IP-Enabled Traffic is not subject to interconnection requirements that are the same as those applicable to Telecommunications Services in all material respects, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.

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

2.0 Terms of the Agreement

This Agreement will commence on the Effective Date and have an initial term of one (1) year. 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. If a Renegotiation Request is not received by a Party, this Agreement shall automatically renew for one (1) year terms. 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 the 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. If no proceeding is initiated by a Party pursuant to Section 252 of the Act, but the Parties continue beyond the expiration date of this Agreement to negotiate the subsequent 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; provided, however, that this Agreement cannot be terminated prior to ninety (90) days after the original expiration date. In the event that ILEC terminates this Agreement as provided above, ILEC shall continue to offer all services to CLEC previously available under this Agreement pursuant to the terms, conditions and rates of ILEC's then current Tariffs and CLEC shall continue to offer all services to ILEC previously available under this Agreement pursuant to the terms, conditions and rates of CLEC's then current Tariffs, or rate sheets. If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice.

3.0 Termination of the Agreement

3.1 Termination Upon Default

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 that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

3.1.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

3.1.2 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

3.1.3 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.

3.2 Liability Upon Termination

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

4.0 Contacts

CLEC agrees that it shall be ILEC's sole contact for all services provided hereunder to CLEC on behalf of the Retail Provider. The Parties agree that ILEC has no obligation to respond to requests from Last Mile Provider for information or services. The Parties agree to exchange and to update contact and referral information for all purposes herein, including but not limited to order inquiry, number porting, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5.0 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.

6.0 Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers its facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, the transferring Party will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to an Affiliate or 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 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. 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.

7.0 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.

8.0 Common Carrier Status

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

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

9.0 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 forty-five (45) 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 (2) 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 Invoices between the Parties shall be clearly organized, and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage. Invoices not complying with this section shall not be paid until re-issued in the proper format.

9.3 Invoices between the Parties shall be in SECABS format. The Billing Party will send the invoice to the receiving Party within 10 calendar days from the date of the invoice.

9.4 All actions at law by Parties for recovery of their lawful charges, or any part thereof, shall be begun within two (2) years from the time the cause of action accrues, and not after.

9.5 Invoices shall be sent to:

For CLEC:	For ILEC:
For Paper Invoices (not sent on CD) CLK01- CenturyLink CLK01 Media Processing Center PO BOX 15700	ComSouth Telecommunications, Inc. Attn: Accounts Payable 870-C William Hilton Parkway P O Box 5986

Phoenix, AZ 85060 OR VIA EMAIL at: centurylink.invoices@synchronoss.com For CDs, FedEx, UPS or Overnight Packages: CLK01- CenturyLink c/o Synchronoss 4020 E. Indian School Rd. Phoenix, AZ 85018 All electronically submitted E-paper or mechanized invoices should be directed to centurylink.invoices@synchronoss.com. Level 3 prefers billing information in an electronic media format. If you have the ability to supply invoices in BOSCABS, CABS, SECABS or EDI format, send an email to ndm_ftp_setup@synchronoss.com to setup electronic invoice transmission protocol.	Hilton Head Island, SC 29938 AccountsPayable@htc.hargray.com

Parties shall provide thirty (30) days written notice of an address change.

9.6 Billing Disputes Related to Unpaid Amounts

9.6.1 If any portion of an amount invoices 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) thirty 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 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 and associated Late Payment Charges, as set forth below. In addition, the Billing Party may suspend terminating traffic for the Billed Party 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. 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.

9.7 Except for Disputed Amounts pursuant to Section 9.6.1 herein, the following shall apply:

9.7.1 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 (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable Georgia law, (the "Late Payment Charges").

9.7.2 If payment of undisputed amounts is not received forty-five (45) 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 (15) 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.

9.7.3 If the Billed Party fails to make any payment following the notice under Section 9.6.2, the Billing Party may thereafter, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), discontinue the provision of existing services to the Billed Party. Notice shall be as provided in Section 26 below. In the event services are discontinued, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not discontinue the provision of 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.

9.7.4 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.

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

9.8 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 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 right 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 9.5.1 hereof.

9.9 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.

9.10 Audits

9.10.1 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 and other information and documents 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.

9.10.2 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 a 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 payment 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 charges for the traffic delivered by the Party to the Other Party.

9.10.3 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 the CLEC-Retail Provider Arrangement, during an audit CLEC will obtain and provide access to call detail records reasonably necessary to assess the accuracy of the data applicable to that traffic.

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

9.11 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records or Call Detail Records ("CDR"), in accordance with EMI Industry standard records, made within each Party's network. However, each Party may use alternative methods to record and/or validate terminating usage such as SS7 traffic measurement and identification devices. The records shall contain the information necessary to identify the originating company and originating signaling information.

10.0 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.

11.0 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. Either Party may request a nondisclosure agreement be put in place for the Receiving Partner. 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; (iii) except as provided herein, shall not be shared with third parties without written consent; and (iv) 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 relief from all or part of such requirement. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this Section 11.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.

11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep it 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.

12.0 Fraud

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

13.0 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.

13.4. Non-Waiver of Rights

Notwithstanding the foregoing, Parties reserve the right to present claims within one (1) year of the incident(s) giving rise to such claims.

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

15.0 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.

16.0 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 God, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, pandemics, terrorist acts, acts of public enemy, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, hurricanes, tornadoes, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party, inability to secure products or services from other persons or transportation facilities or acts or omissions of transportation carriers (collectively, 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.

17.0 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.

18.0 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the Act and the Public Utilities Commission of Georgia and FCC's Rules and Regulations as amended, except insofar as state law may control any aspect of this Agreement, in which case the domestic law of the State of Georgia, without regard to its conflict of laws principles, shall govern.

19.0 Headings

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

20.0 Independent Contractor Relationship

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

21.0 Law Enforcement Interface

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

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

22.0 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 and other third persons, for:

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

22.2.4 The Indemnified Party will 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.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after no less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless and reimburse the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.

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

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

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit at the sole cost and expense of the Indemnifying Party.

(4) There shall be no indemnification to claims that are paid by the indemnified Party without written consent which cannot be reasonably withheld, conditioned, or delayed.

22.5 Limitation of Liability

22.5.1 Except for a Party's indemnification obligations under Section 22.2, and CLEC'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.

22.5.2 Except for a Party's indemnification obligations under Section 22.2, and CLEC'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.

22.5.3 Except for a Party's indemnification obligations under Section 22.2, and CLEC'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, reliance 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.

22.5.4 Damages shall not exceed amount equal to the proportionate charge for the affected service(s).

22.5.5 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, unless such intellectual property originates from or is developed by a Party, and except that CLEC will indemnify and hold harmless ILEC with respect to any switch configurations or methods performed on ILEC's switched by ILEC for CLEC at the instruction of CLEC. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark, service mark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

23.0 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.

24.0 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.

25.0 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.

26.0 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, with a scanned copy, to the following addresses of the Parties:

To: CLEC	To: ILEC
Lumen Attn: Gary Black VP – Carrier Relations 1025 Eldorado Blvd Broomfield, CO 80021 Phone: 720-888-2000 Email: gary.blackjr@Lumen.com	Trey Judy Director – Regulatory Affairs ComSouth Telecommunications, Inc. P.O. Box 5986 870 William Hilton Parkway, Bldg. C (overnight only) Hilton Head Island, SC 29938

	Telephone: 843-686-1210 Facsimile: 843-341-0975 Email: trey.judy@htc.hargray.com
With a Copy to: **Lumen** Attn: Carrick Inabnett Public Policy Senior Director 100 CenturyLink Drive Monroe, LA Phone: 318-340-5107 Email1.carrick.inabnett@Lumen.com Email2.Legal.Interconnection@Lumen.com	With a copy to: Jean Thaxton Sr. Regulatory Manager ComSouth Telecommunications, Inc. P. O. Box 5986 870 William Hilton Parkway, Bldg. C (overnight only) Hilton Head Island, SC 29938 Telephone: 843-686-1258 Facsimile: 843-341-0198 Email: jean.thaxton@htc.hargray.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 next business day when notice is sent *via* overnight express mail or by personal delivery; or (ii) five (5) days after mailing in the case of certified U.S. mail.

27.0 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.

28.0 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 maters, 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 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 or collectively, "Amended Rules"), then either Party

may, to the extent permitted or required by the Amended Rules, by providing no less than 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 such Amended Rule.

29.0 Regulatory Approval

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

30.0 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.

31.0 Trademarks and Trade Names

No license in patent, copyright, trademark, service mark, trade secret or other proprietary right, right now or hereafter owned, controlled or licensable by a Party, (the "Marks") is licensed, granted, or otherwise transferred by this Agreement nor shall any license be implied or arise by estoppel. It is the responsibility of the Parties to ensure, at no separate or additional cost to the other Party, that the Party has obtained any necessary licenses (in relation to intellectual property of third parties used in the Party's network) to the extent of the Party's own use of facilities or equipment (including software) in the provision of service to the Party's End User Customers. 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.

32.0 Non-Waiver

Failure of either Party to insist on the strict 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 and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

33.0 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.

34.0 Retail Provider Business Arrangements

CLEC will be financially responsible for all traffic sent to ILEC under such business arrangements with its Retail Provider. CLEC may not use this Agreement to provide interconnection services to a Retail Provider that is a CMRS carrier.

35.0 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.

36.0 Survival

Liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, and obligations regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement (expected to survive termination) shall survive cancellation or termination.

37.0 Conflict with Tariffs

In the event of any conflict between the language of this Agreement and the language of an applicable tariff, this Agreement shall control. If a Party orders services not addressed in the ICA, then the applicable State or Federal tariff pricing then in effect shall apply.

38. Local Calling Parity

ILEC shall permit Level 3 Customers within a local calling area to dial the same number of digits to make a local telephone call as ILEC Customers dial.

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

ILEC	CLEC
By: Donna Chatman (Jul 11, 2022 11:31 CDT)	By: Gary R Black Jr (Jun 29, 2022 06:48 MDT)
Name: Donna Chatman	Name: Gary Black
Title: VP Southeast	Title: VP – Carrier Relations
Date: Jul 11, 2022	Date: Jun 29, 2022

GLOSSARY

1. General Rule

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

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR)

An industry standard form, which contains data elements and usage rules 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 is 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 a combination End Office / Tandem Office Switch.

2.9 COMMISSION

The Georgia Public Service Commission

2.10 COMMON CHANNEL SIGNALING (CSS)

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

2.11 DIGITAL SIGNAL LEVEL 1 (DS1)

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

2.12 DIGITAL SIGNAL LEVEL 3 (DS3)

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

2.13 DIRECT INTERCONNECTION FACILITIES

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

2.14 END OFFICE SWITCH OR END OFFICE

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

2.15 END USER CUSTOMER

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

2.16 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.

2.17 EXCHANGE AREA

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

2.18 FCC

The Federal Communications Commission

2.19 INFORMATION SERVICE

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

2.20 INTEREXCHANGE CARRIER (IXC)

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

2.21 INTERLATA TRAFFIC

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

2.22 INTRALATA TRAFFIC

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

2.23 IP-ENABLED TRAFFIC

IP-Enabled Traffic means any IP-Enabled, real-time, multidirectional voice call, including but not limited to, service that mimics traditional telephony. For purposes of this Agreement, IP-Enabled Traffic includes:

i. Voice Traffic originating on an Internet Protocol Connection, and which terminates on the Public Switched Telephone Network (PSTN); and

ii. Voice traffic originated on the PSTN, and which terminates on an Internet Protocol Connection

2.24 ISDN USER PART (ISUP)

A part of the SS7 protocol that defines call setup messages and call takedown messages

2.25 ISP-BOUND TRAFFIC

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to

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

2.26 JURISDICTIONAL INDICATOR PARAMETER (JIP)

JIP is an optional SS7 parameter consisting of a six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.27 LINE INFORMATION DATABASE (LIDB)

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

2.28 LOCAL ACCESS AND TRANSPORT AREA (LATA)

Shall have the meaning set forth in the Act.

2.29 LOCAL/EXTENDED AREA SERVICE (LOCAL/EAS) TRAFFIC

Local/EAS Traffic is any Non-Access Telecommunications Traffic, including VoIP-PSTN Traffic that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange, as defined and specified in ILEC's local exchange tariff. 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.

2.30 LOCAL EXCHANGE CARRIER (LEC)

Shall have the meaning set forth in the Act.

2.31 LOCAL EXCHANGE ROUTING GUIDE (LERG)

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.32 NON-ACCESS TELECOMMUNICATIONS TRAFFIC OR LOCAL TRAFFIC

"Non-Access Telecommunications Traffic" or "Local Traffic" is as defined in 47 C.F.R. § 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 ILEC's Tariff, except for telecommunications traffic that is

interstate or intrastate exchange access, CMRS, information access, or exchange services for such access. For purposes of this Agreement, Non-Access Telecommunications Traffic includes Local/EAS Traffic and ISP-Bound Traffic. Non-Access Telecommunications Traffic also includes local VoIP-PSTN Traffic but does not include toll VoIP-PSTN Traffic.

2.33 NORTH AMERICAN NUMBERING PLAN (NANP)

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

2.34 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.

2.35 NUMBERING PLAN AREA (NPA)

Also sometimes referred to as an area code, is the first 3-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPA's" and "Non-Geographic NPA's". 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 area. 500, 700, 800, 844, 855, 866, 877, 888 and 900 are examples of Non-Geographic NPA's.

2.36 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE

The 3-digit switch entity indicator (*i.e.,* the first 3 digits of a 7-digit telephone number). Each NXX Code contains 10,000 station numbers.

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

2.39 RATE CENTER

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

2.40 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 other 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). ILEC and CLEC 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 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 CLEC's network and is transported through the other Party's Tandem to the Central Office of a CLEC, Commercial Mobile Radio Service ("CMRS") carrier, ILEC or other LEC, where the homing arrangement for dialed NPA-NXX-X is designated as the tandem switch per the Local Exchange Routing Guide ("LERG"). Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.45 TARIFF

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

2.46 TELCORDIA TECHNOLOGIES, D/B/A ICONECTIV

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

Telecommunications Service is as defined in 47 U.S.C. § 153(46).

2.49 TELECOMMUNICATIONS TRAFFIC

Telecommunications Traffic is as defined in 47 C.F.R. § 51.701(b)(1) and is traffic subject to reciprocal compensation under 47 U.S.C. § 251(b)(5).

2.50 TELEPHONE EXCHANGE SERVICE

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

2.51 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 ILEC's local exchange Tariff.

2.52 VOIP-PSTN Traffic

VoIP-Public Switched 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.

2.53 WHOLESALE SERVICE

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

2.54 WHOLESALE TELECOMMUNICATIONS SERVICE

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

PRE-ORDERING, ORDERING, PROVISIONING,

MAINTENANCE AND REPAIR ATTACHMENT

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

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

1.2 Access to retail Customer Proprietary Network Information ("CPNI") and Customer Service Record ("CSR") will include: End User Customer name, service address, and telephone number. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's authorization ("Authorization") that the End User Customer has agreed to the release of this information. The Party requesting the CSR is responsible for Authorization regardless of whether the End User Customer is dealing directly with a Party or through a Party's Retail Provider. Each Party shall maintain records of each End User Customer's authorization for release of CPNI that adhere to all applicable requirements of state and federal law and shall produce such authorization to the other Party upon request as required by any applicable state or federal law.

1.3 Upon receipt of the Customer Service Information Request, the Parties will provide the information on the following pre-ordering functions: End User Customer name, service address validation, telephone number selection.

1.4 Each Party will exchange Trading Partner Profiles covering LNP preordering, ordering, provisioning, maintenance, and other process information, including contact information for these functions.

1.5 The Parties shall exchange preordering, ordering, provisioning, and maintenance information via facsimile, email, and/or portal. Parties may mutually agree to add other forms of information exchange.

1.6 The Parties agree not to view, copy, or otherwise obtain access to the End User Customer record 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, and/or regulations of the FCC and the state in which service is provided. If there is a customer complaint, the Parties reserve the right to request verification of authorization. If the request for verification reveals that the End User Customer record information was obtained without the audited Party having obtained the proper legal permission (e.g., Third Party Verification or LOA), the auditing Party upon reasonable notice to the audited Party may take such corrective action as permitted by state and federal law. All such information obtained through authorization verification request shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

1.7 If CPNI and/or a CSR is requested by a Party, and the Party producing the information receives a customer complaint regarding the release of the information, then the Party producing the information may request, and the other Party shall provide, documentation of the End User Customer's authorization for release of its CPNI and/or CSR within five (5) Business Days of receipt of such request.

1.8 Each Party reserves the right to discontinue providing CPNI or CSR to the other Party except upon documentation of End User 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.

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 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 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 Old Service Provider's preferred LSR format.

2.1.4 The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted, regardless of whether that LSR is later supplemented, clarified or cancelled. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON") or by a mutually agreed upon tracking method such as Telephone Number.

2.2 Provisioning

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

2.2.2 Cancellation Charges. If the losing service provider does not receive a request to cancel within one (1) business day after the port has occurred, the gaining service provider is responsible for paying installation charges on behalf of the End User Customer and both service providers agree to expedite the request without an additional expedite fee to the End User Customer.

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

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

2.2.5 Access to Inside Wire

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

2.2.5.2 CLEC shall warrant that it is responsible for access to the End User Customer premises wiring by any Retail Provider. CLEC shall take all financial responsibility for any damage to ILEC plant or facilities caused by the Retail Provider. CLEC shall indemnify and hold ILEC harmless for any damage to an End User Customer's premises 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 operations procedures as referenced in Section 1.4 of this Attachment. The Parties agree to provide 24 hours, 7 days per week contact numbers for the purpose of maintenance of service.

3.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office ("CO") required by serving

Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied. ILEC shall respond to troubles at no less than parity as it provides to its own End User Customers.

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

4. SERVICE STANDARDS

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

5. RATES

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

6. MISCELLANEOUS

6.1 Customer Transfer

6.1.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering, provisioning and maintenance activity conducted pursuant to this Agreement should follow the applicable industry standards which include: Local Service Ordering Guidelines ("LSOG") developed in the Ordering and Billing Forum ("OBF") at the Alliance of Telecommunications Industry Solutions ("ATIS") and approved North American Numbering Council ("NANC") procedures and guidelines concerning Local Number Portability ("LNP") processes.

6.1.2 The NSP will be the single point of contact with OSP for all subsequent ordering activity resulting in additions or changes to services except that OSP will accept a request directly from the End User Customer for conversion of the End User Customer's service from NSP to OSP.

6.1.3 If either Party determines that an unauthorized change in local service has occurred, the End User Customer's authorized local service provider will reestablish service with the End User Customer and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

6.2 Misdirected Calls

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

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

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

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

6.3 Letter of Authorization

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

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

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

6.4 Pending Orders. Orders placed in the hold or pending status by NSP will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, NSP shall be required to submit a new service request. Incorrect or invalid requests returned to NSP for correction or clarification will be held for thirty (30) calendar days. If NSP does not return a corrected request within thirty (30) calendar days, OSP will cancel the request.

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

6.6 The Parties shall comply with the FCC's requirements on Number Portability and any amendments thereto.

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

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

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. Service provider portability is the ability of End User Customers of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. In order for a port request to be valid, the End User Customer must retain his or her original number and be geographically located in the same rate center before and after the port; and be served directly by the Telecommunications Carrier requesting the port or the Retail Provider who provides Telecommunications Service to the End User Customer. If a Party acts as a Numbering Partner and ports on the behalf of a Retail Provider that Party is fully responsible for compliance with porting rules as defined in this Section 1.1.

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

1.3 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under this Agreement.

1.4 (Intentionally left blank)

1.5 Service Management System (SMS) Administration

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

1.6 Signaling

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

1.7 N-1 Query

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

1.7.2 If a Party does not fulfill its N-1 carrier 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 the tandem provider.

1.8 Splitting 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. ILEC and CLEC 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.

1.9 OBLIGATIONS OF BOTH PARTIES

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

1.9.2 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 Customer's telephone number to their switch.

INTERCONNECTION ATTACHMENT

INTERCONNECTION

1. GENERAL

1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements, either directly or indirectly via a third party, between ILEC and CLEC for the purpose of the exchange of Local/EAS 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 a 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 pursuant to §§ 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.

1.3 Both Parties acknowledge that toll traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions and is not governed by this Agreement. Traffic that is exchanged through an Interexchange Carrier (ISC) is not covered under this Agreement, and the exchange of CMRS traffic is not permitted under this Agreement. Any traffic that is not Local Traffic will be considered toll traffic and subject to access tariffs.

1.4 Both Parties agree that upon second signature of execution, network planning, trunk ordering/installation/testing and any other network-related setup will commence.

2. RESPONSIBILITY FOR TRAFFIC

2.1 CLEC is responsible for all originating traffic that CLEC exchanges with ILEC 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. CLEC shall not provision any of its services in a manner that permits the circumvention of ILEC's applicable Switched Access Service charges by it or a Retail Provider. CLEC agrees to be responsible for and pay its portion of the Interconnection Facilities, Reciprocal Compensation, and Access Service charges associated with all traffic that CLEC exchanges with ILEC, including traffic of a Retail Provider. CLEC is the sole responsible Party with respect to all traffic originated by or terminated to CLEC End User Customers or Retail Providers.

2.2 Each Party warrants that under this Agreement the primary service provided to its End User Customers or Retail Provider requires the service to be from a fixed location. However, due to the advancement of IP technology and applications available, services have become more mobile. Because of this, the Parties agree that Traffic originating from an Internet protocol (IP) device other than at the End User Customer's service location ("Nomadic Traffic") provided by either Party or their Retail Provider shall be prohibited under this Agreement unless otherwise notified in writing in advance by the Party sending the traffic to the other Party for termination. The Parties warrant that the services provided by either Party or their Retail Providers will primarily

be from fixed location at each End User Customer's principal service address located in ILEC's Local Calling Area. If either Party believes that the majority of the other Party's traffic is Nomadic Traffic, then the Parties can conduct audits or take other commercially reasonable steps to verify that the other Party is not provisioning any of its services in a manner that permits the circumvention of applicable Switched Access Service charges by it or a Retail Provider. If either Party intends to send primarily Nomadic Traffic, then such Party shall notify the other Party in writing within sixty (60) days pursuant to Section 26 of the General Terms and Conditions of this Agreement to renegotiate and amend the Agreement.

2.3 CLEC 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. For purposes of this Agreement, CLEC's indirect service for traffic exchange is considered to be the provision of End Office Switching functions for the Retail Provider so it is not entitled to bill termination charges and ILEC is not obligated to pay any transit charges for such traffic

2.4 Each Party agrees that it is responsible for implementing the proper industry standard 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 purposefully 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 the Alliance for Telecommunications Industry Solutions ("ATIS") required Signaling and Signaling Parameters in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party's interstate Switched Access Service rates for Misclassified Traffic that is less than 95% 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 in accordance with 2.7.4.

2.7.3 The Party originating Misclassified Traffic agrees to take all commercially 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 five percent (5%) 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. In such case, all terms and conditions of Section 13 shall apply.

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 twelve-month period without cause per this Section and Section 9.6 of the General Terms and Conditions.

3. INDIRECT INTERCONNECTION

Each Party may interconnect either directly or indirectly with the other Party. If either Party sends to the other party for termination 250,000 or more minutes of use per month, for three consecutive months, regardless of the carrier of origin, then that Party will establish direct interconnection trunks to the other Party. If a Party chooses to interconnect indirectly, that Party shall pay all transit charges for its originated traffic sent to the other Party for termination. Either Party may choose to interconnect via indirect means; i.e., by connecting to a third Party intermediary carrier that provides connectivity between the Parties ("Transit Traffic").

4. PHYSICAL CONNECTION

4.1 The Parties agree to connect their respective networks, at POI(s) so as to exchange Local/EAS Traffic and ISP-Bound Traffic. For direct interconnection, the Parties agree to physically connect their respective networks so as to exchange such Local/EAS and ISP-Bound Traffic, with the POI at any technically feasible point on the ILEC network. Each Party is responsible for the transport of originating calls from its network to the POI , and each Party will ensure that its facilities are compatible at their own expense.

4.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.

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

4.4 Parties agree upon second signature of execution, network planning, trunk ordering/installation/testing and any other network-related setup will commence.

4.5 Physical Interconnection

4.5.1 Parties will interconnect at a mutually agreed upon POI or, as necessary, at mutually agreed upon POIs.

4.5.2 Trunk Types

4.4.2.1 4.5.2.1 Local Interconnection Trunks

4.5.2.1.1 The Parties will establish a local trunk group for the exchange of Local Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS 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.

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

4.5.2.2 Direct End Office Trunks

4.5.2.2.1 Direct EO Trunks transport traffic between CLEC's switch and an ILEC End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct EO Trunk Group. Once provisioned, traffic from CLEC to ILEC must be redirected to route first to the Direct EO Trunk with overflow traffic alternately routed to the appropriate ILEC Tandem.

4.5.2.2.3 All traffic received by ILEC on the Direct EO Trunk from CLEC must terminate in the End Office, i.e, no tandem switching will be performed in the End Office.

4.5.2.3 Toll Trunks

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

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

4.5.2.4 Other Trunk Types: 911 Trunks

4.5.2.4.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User Customer traffic with the appropriate Public Safety Answer Points ("PSAP"). CLEC may purchase transport for such 911 trunks from ILEC subject to applicable tariff rates. Parties shall be responsible for their ALI database updates.

4.5.3 Fiber Meet Point

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

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

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

4.5.3.4 The Parties shall mutually agree upon a Fiber Meet Point on the ILEC network within the borders of the ILEC Exchange Area. Each Party shall deliver its fiber optic facilities to the Fiber Meet Point. The ILEC shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic

facilities with sufficient spare length to reach the fusion splice point for the Fiver Meet Point.

4.5.3.5 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to the Fiver Meet Point entry point for maintenance purposes as promptly as possible.

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

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

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

4.7 If CLEC's request requires ILEC to build new facilities (e.g., install new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

4.8 Interface Types:

If the POI has an electrical interface, the interface will be a DS1 or DS3 as mutually agreed upon by the Parties.

4.9 Programming

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

4.10 Equipment Additions:

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

5 COMPENSATION

5 .1 Facilities Compensation

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

5.1.2 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.

5.1.3 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used to interconnect with ILEC's network for the transmission and routing of Local Traffic at the rates contained in the Pricing Attachment of this Agreement.

5.1.4 CLEC may use a third-party carrier's facilities for purposes of establishing interconnection with ILEC. In such case, on behalf of CLEC, the third-party carrier will connect dedicated facilities with ILEC. CLEC shall be responsible for the payment to any third-party carrier for any charges associated with the facilities. In no case shall ILEC be responsible for payment to the third-party carrier. Where the facilities are meet point facilities jointly provided by the third party and ILEC, any portion of the facilities provided by ILEC will be provided at no charge to CLEC.

5.1.5 In the event ILEC is required to modify its network to accommodate the interconnection request made by CLEC, CLEC agrees to pay ILEC reasonable charges for such modifications. If CLEC uses a third-party network provider to reach the POI, CLEC will bear all third party carrier charges for facilities and traffic in both directions on its side of the POI.

5.2 Traffic Termination Compensation

5.2.1 This Section 5.2 is expressly limited to the transport and termination of Local/EAS and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties in this Agreement or of the Parties' Retail Provider End User Customers. Both Parties agree that the traffic shall be bill and keep .

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

5.2.3 For Transit Traffic, the originating Party will be responsible for all transit charges. The Party providing the transiting switching function shall bill the originating Party for its originated Transit Traffic that is routed to the transiting provider for delivery to a third party, where the switch homing arrangement for NPA/NXX is designated as the transiting Party's tandem switch per the LERG. The rate for Transit Traffic is listed in the Pricing Attachment of this Agreement. CLEC is responsible for negotiating any necessary

interconnection arrangements directly with the third party. Any Transit Traffic that is toll shall be governed by the ILEC's access Tariffs.

5.3 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. However, since VoIP-PSTN Traffic may also be Nomadic Traffic as defined in Section 2.2 above, it is difficult to determine the physical location of such traffic. As a result, VoIP-PSTN Traffic will be identified as either Local Traffic or toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e., the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, the Parties may agree on alternative methods to establish call jurisdiction for local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

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

6. ROUTING

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

6.2 Both Parties shall adhere to the North American Numbering Plan ("NANP") guidelines for wireline traffic. The Parties agree to only assign (either directly or indirectly through Retail Provider telephone numbers from an NPA-NXX to an End User Customer physically located within the Rate Center Area with which the NPA-NXX is associated except for Foreign Exchange service. Neither CLEC nor the Retail Provider offer Foreign Exchange Service. For purposes of this Agreement, Foreign Exchange Service means a service provided over a dedicated facility to an End User Customer from an Exchange Area or Rate Center Area other than the Exchange Area or Rate Center Area from which the End User Customer would normally be served. Traffic associated with the FX customers shall be identified to the other Party and shall be subject to applicable switched access charges.

6.3 Parties will provide each other with the proper call information, including all proper translations for routing between networks, and any information necessary for billing.

6.4 Neither Party shall route un-translated traffic to service codes (e.g., 800, 844, 855, 866, 877, 888, and 900) to the other party over Interconnection Facilities.

6.5 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 511, 611, 711, and 911) to the other Party over Interconnection Facilities.

7. SIGNALING

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

7.1.1 Accurate CPN is:

7.1.1.1 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.

7.1.1.2 CPN that has not been altered.

7.1.1.3 CPN that is not different than the originating number.

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

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

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

7.1.2 Accurate JIP is:

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

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

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

7.2 Signaling:

7.2.1 ILEC will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent ILEC provides ANSI optional parameters for its own use, ILEC shall provide the same to Level 3.

7.2.2 The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling of their networks. Each Party shall ensure that CPN is available for at least 95% of the calls it terminates to the other Party. Signaling information shall be shared, upon request, between the Parties at no charge to either

Party. ILEC is currently unable to interconnect via either ISDN or IP interconnection and shall not be obligated to do so under this Agreement.

7.2.3 ILEC agrees to provide Carrier Identification Parameter ("CIP") within CLEC's SS7 call set-up signaling protocol at no charge.

7.2.4 CLEC may utilize a signaling partner.

7.2.5 ILEC agrees to provide CIP within CLEC's SS7 call set-up signaling protocol at no charge.

7.2.6 ILEC shall support 64 KBPS clear channel where it provides such capability to its End User Customers.

7.3 Signaling Parameters:

The Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks for the traffic addressed in this Agreement in order to process, track and monitor the traffic. Each Party will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate with one another and to exchange appropriate CCS messages, for call set-up, including ISUP, Each Party will provide unaltered 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.

8. NETWORK MANAGEMENT

8.1 Network Management and Changes:

8.1.1 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. Parties shall exchange 24 hour, 7 days per week, contact. ILEC shall process CLEC maintenance requests in a timely manner at no less than parity with respect to their own End User Customers.

8.1.2 Neither Party will charge un-tariffed rearrangement, reconfiguration, disconnection, termination, or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement.

8.2 Grade of Service

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

8.3 Protective Controls:

Either Party may use protective network 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. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

8.4 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.

8.5 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:

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

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

8.5.3 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/E911 ARRANGEMENTS

1.1 ComSouth is the primary 911 Service Provider in the Pulaski County area and has the obligations in this Section.

1.1.1 Call Routing

a. ComSouth will switch 911 calls through the Selective Router to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.
b. ComSouth will forward the calling party number ("ANI") it receives from CLEC and the associated 911 Automatic Location Identification ("ALI") to the PSAP for display. If no ANI is forwarded by CLEC, ComSouth will route the call to the "Default" ESN assigned to CLECs 911 Trunk group and will forward an identification code for display at the designated "Default" PSAP associated with the "Default" ESN. If the ANI is forwarded by CLEC but no ALI record is found in the 911 DBMS, ComSouth will report this "No Records Found" condition to CLEC in accordance with NENA standards.

1.1.2 Facilities and Trunking

a. ComSouth will provide transport facilities to interconnect CLEC to ComSouth's selective router, at the rates found in the appropriate tariff. Additionally, when diverse facilities are requested by CLEC, ComSouth will provide such diversity where technically feasible at the rates found in the appropriate access tariff.

1.2 CLEC Responsibilities

1.2.1 Call Routing

a. CLEC will transport 911 calls to the ComSouth Selective Router.
b. CLEC will forward the ANI information of the party calling 911 to the ComSouth Selective Router.

1.2.2 Facilities and Trunking

a. CLEC shall order and maintain a minimum of one 911 dedicated DS1 facility for each Selective Router with a minimum of two one-way outgoing DS0 trunks dedicated for originating 911 calls to reach the PSAP served by the Selective Router. CLEC will provision these transport facilities in accordance with applicable NENA standards. Facilities can be ordered from the applicable ComSouth tariff. CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the busy day/busy hour criteria or, at such higher grade of service as required by Applicable Law or duly authorized governmental authority.

b. CLEC is responsible for determining and maintaining the proper quantity of 911 dedicated one-way outgoing trunks and facilities from its switch(es) to the ComSouth Selective Router.
c. CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLECs traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, CLEC shall order additional dedicated 911 facilities from the ComSouth tariff.

1.3 Each Party is responsible for their respective ALI database updates.

1.4 ILEC is not liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers or Retail Providers.

1.5 Pulaski County maintains the Street Address Guide ("SAG") for the territory served by ILEC. CLEC shall contact Pulaski County to obtain the SAG.

1.6 CLEC is responsible for collecting from its retail End Users any applicable 911 surcharges required by law to be assessed and remit such surcharges to the appropriate entity specified under applicable law.

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

3.1 CLEC will work directly with a third party vendor in order to make its Directory Listing available to any and all publishers. ILEC will not impede CLEC in the listing of CLEC's End User Customers for inclusion in ILECs directory.

3.2 CLEC is solely responsible for distribution of directories to its customers and nothing in this section shall be construed as requiring ILEC to supply a directory to any subscriber of Level 3.

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 reciprocal, and are based on a reasonable approximation of the additional costs of terminating CLEC traffic.

A.	Facilities Charges		
	1.	DS1 Facilities	
		a. Direct Trunk Transport Facility	$12.64 / mile/month
		b. Direct Trunk Termination	$65.62 / month
	2.	DS3 Facilities	
		a. Direct Trunk Transport Facility	$110.18 / mile/month
		b. Direct Trunk Termination	$421.37 / month
	3.	Non-recurring Installation Charge	$478.49 / order
B.	Transit Traffic Rate		$0.002127 / min
C.	General Charges		
	1.	Service Order (LSR) Charge*	$17.00 / request
	2.	SO Cancellation Charge*	$5.00 / request
	3.	Expedited Order Charge*	$35.00 / day
	4.	Order Change Charge*	$5.00 / request
D.	Additional Labor Charges		
	1.	Installation or Repair Technician	
		a. Basic Time (per tech)	$21.18 / ½ hr
		b. Overtime (per tech)	$47.57 / ½ hr
		c. Premium Time (per tech)**	$63.42 / ½ hr
	2.	Central Office Tech	
		a. Basic Time (per tech)	$31.03 / ½ hr
		b. Overtime (per tech)	$46.55 / ½ hr
		c. Premium Time (per tech)**	$62.06 / ½ hr

* These charges are reciprocal and apply to both ILEC and CLEC
** Minimum 4 hours when a technician is called out during Premium Time