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February 2, 2024

VIA ALTERNATIVE E-FILE

Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta Ga, 30334-9052

Re: Docket Number _____:
Request for Approval of Interconnection Agreement between Wilkes Telephone & Electric Company and Charter Fiberlink - Georgia, LLC

Dear Ms. Tanner:

Pursuant to the requirements of 47 U.S.C. § 252(e) and on behalf of Wilkes Telephone & Electric Company ("Wilkes"), submitted for approval by the Georgia Public Service Commission is the attached "Network Interconnection Agreement" voluntarily entered into by Wilkes and Charter Fiberlink - Georgia, LLC ("Charter"). This submission is being made today with the express approval of Charter's attorney for this matter, Suzanne M. Arpin. Ms. Arpin is copied on this submission.

Please feel free to direct any questions should they arise to either Ms. Arpin or the undersigned.

Respectfully submitted,

Thomas J. Moorman
Counsel to
Wilkes Telephone & Electric Company

Attachment

cc: S. Arpin

NETWORK INTERCONNECTION AGREEMENT

JANUARY 15, 2024

by and between

Wilkes Telephone & Electric Company

and

Charter Fiberlink - Georgia, LLC

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NETWORK INTERCONNECTION AGREEMENT
JANUARY 15, 2024

Pursuant to this Network Interconnection Agreement ("Agreement"), Charter Fiberlink - Georgia, LLC, a Georgia limited liability company ("Charter") and Wilkes Telephone & Electric Company, a Georgia corporation ("RLEC") (collectively the "Parties" or individually a "Party") agree to interconnect as reflected in Appendix I attached hereto with each other in the RLEC Exchange Area and where such Exchange Area is geographically located within LATA No. 438 (Rayle, Georgia) in which they both operate as Local Exchange Carriers within the State of Georgia, as described and according to the terms, conditions and pricing specified hereunder. Charter's principal place of business is Powerscourt Drive, St. Louis, Missouri 63131. The Parties agree that this Agreement shall become effective on the date of approval by the Commission (the "Effective Date").

WHEREAS, Charter and RLEC are Commission-certificated providers of local exchange service in the State of Georgia subject to Commission regulatory oversight; and,

WHEREAS, the Parties, desire to interconnect their networks directly via a technically feasible point of interconnection located on the RLEC network, solely to provide wireline Telecommunications Services for the exchange of Local Traffic as provided for hereinto their respective Customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks serving the RLEC's Exchange Area as set forth herein; and

WHEREAS, the Telecommunications Act has specific requirements for all local exchange carriers, and the Parties intend that this Agreement meet those requirements specifically identified for herein; and

WHEREAS, the Parties agree that this Agreement is limited to those arrangements applicable to all Local Exchange Carriers under §251(a) and §251(b) of the Telecommunications Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Charter and RLEC hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which RLEC and Charter, both operating as Local Exchange Carriers, will offer and provide to each other Interconnection within the State of Georgia that is within the RLEC's Certificated Area. Notwithstanding this mutual commitment, the Parties enter into this Agreement without waiver or prejudice to any positions they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum, including proceedings which may affect the terms of this Agreement. Moreover, neither Party shall in any public or private forum, except as noted below, represent that the other Party's acceptance of any particular term hereof relates in any

way to the proper outcome of any rulemaking proceedings under the Act now underway or hereafter to be conducted by the FCC or the Commission.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage of the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, and thus 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, and, where such terms are defined in the Act, the Parties intend that the definition is to be consistent with the Act.

1.1 "Act" or "Telecommunications Act" means the Communications Act of 1934 (47 U.S.C. 151 *et. seq.*), as amended by the Telecommunications Act of 1996 (110 Stat. 56; Public Law 104–104), and as from time to time interpreted in the duly authorized rules, regulations and orders of the FCC or the Commission or by judicial decision.

1.2 "Agreement" means this Network Interconnection Agreement and all Appendices appended hereto.

1.3 "Applicable Law" means all laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

1.4 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

1.5 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

1.5.1 "End Office Switch" or "End Office" is a switching entity that is used to terminate Customer station lines for the purpose of interconnection to each other and to trunks and is not part of a Host/Remote Complex;

1.5.2 "Host Office" is considered an End Office when a Host/Remote Complex has been deployed by the RLEC;

1.5.3 "Tandem Switch" or "Tandem Office" or "Tandem" is a switching entity that has billing and recording capabilities and is used to aggregate traffic and deliver traffic to carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.5.4 "Remote Switching Module/System" or "Host/Remote Complex" is a small remotely controlled electronic End Office Switch which obtains call processing capability from an electronic host central office and, when a Host/Remote Complex has been deployed by the RLEC, is referred to as the "Remote Office". The Remote Switching Module/System cannot accommodate direct trunks.

1.6 "Certificated Area" means solely the geographic area that comprises the RLEC's Rate Center Area where Interconnection has been established.

1.7 "Commission" means the State of Georgia Public Service Commission.

1.8 "Common Channel Signaling", "CCS", "SS7" means 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 carry the actual voice or data traffic of the call. "SS7" means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph and the American National Standards Institute. RLEC and Charter currently utilize this out-of-band signaling protocol. "CCSAC" or "CCSAS" means the common channel signaling access connection or service, respectively, which connects one Party's signaling point of interconnection to the other Party's STP for the exchange of SS7 messages.

1.9 "Customer" or "End User" means a third-party residence or business end-user or wholesale subscriber to Telecommunications Services provided by either of the Parties.

1.10 "Effective Date" means the date of Commission action approving this Agreement.

1.11 "Exchange Access" is defined in the Act and FCC regulations and means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services, and, for purposes of this Agreement, shall also mean any such other service that a Party may order (the "Ordering Party") from the other Party's Exchange Access Tariff so that the Ordering Party can fulfill its obligations under this Agreement.

1.12 "Exchange Access Tariff" means the Tariff under which a Party provides Exchange Access service.

1.13 "FCC" means the Federal Communications Commission.

1.14 "Host/Remote Complex" means a network deployment instituted by the RLEC whereby an End Office Switch (a Host Office) has subtending to it a Remote Office or multiple Remote Offices.

1.15 "Host Transport Service" means the transport service provided by the RLEC with respect to that RLEC's Host/Remote Complex where the transport service provided to Charter is, with respect to all terminating Local Traffic calls to the RLEC, from the RLEC Host Office to

the Remote Office to the Virtual POI associated with that Remote Office where both Party's Customers are physically located within the Remote Office's Local Calling Area.

1.16. "Interconnection" means the direct physical linking of two networks for the mutual exchange of Local Traffic.

1.17 "Local Calling Area" means the Commission-determined mandatory geographic area within which the RLEC provides local calling to its originating End Users without assessing a toll call.

1.18 "Local Exchange Carrier" or "LEC" is defined in the Act.

1.19 "Local Exchange Routing Guide" or "LERG" means information for the routing of services operated by Telcordia.

1.20 "Local Number Portability" or "LNP" means the same as the term "Number Portability" which is defined in the Act.

1.21 "Local Traffic," for the purposes of the Agreement, means all wireline voice Telecommunications Service traffic and VoIP-PSTN traffic (as defined in the FCC's decision with the issue number being "FCC 11-161"), regardless of the signaling and transport protocols used in the origination, transport and/or termination of traffic by the originating and/or terminating networks used by a Party in its delivery of traffic to the terminating Customer, that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network, where both of the originating and terminating Customers are physically located within the geographic area served by the RLEC's End Office where Interconnection is sought or where one of the Customers is served by RLEC and makes a call to or receives a call from the Charter's Customer that is physically within the Local Calling Area that the RLEC has established for that RLEC Customer.

1.22 "Meet Point" means the location where two or more LECs jointly provide to a third party (*e.g.*, an Interexchange Carrier) the transport element of a switched Exchange Access service to one of the LECs' Central Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by its effective Exchange Access Tariff.

1.23 "Non-Local Traffic" or "Excluded Traffic" means any traffic, including any by way of example only traffic originated by or ultimately terminated to a Commercial Radio Mobile Service licensee or provider or to a Telephone Toll Service provider, that may be exchanged between the Parties that is not within the definition of Local Traffic.

1.24 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code as provided for in the North American Numbering Plan. There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized

Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 888, 900, 700 and 500 are examples of Non-Geographic NPAs.

1.25 "NXX" or "NXX Code" means the first three digits of a seven digit telephone number.

1.26 Point of Interconnection" or "POI" means the physical location at which the Parties' respective networks meet for the purpose of exchanging Local Traffic where the connection is intended to exchange Local Traffic that originates and terminates within the Local Calling Area of the RLEC's Host Office that has been established by the RLEC for the RLEC Exchange Area.

1.27 "Rate Center Area" or "Exchange Area" means the specific geographic point and corresponding geographic area which has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Telephone Toll Service Traffic.

1.28 "Reciprocal Compensation," for the purposes of the Agreement, refers to remuneration received by one Party to recover its costs for receiving and terminating Local Traffic and is intended to be consistent with the concept of "Non-Access Reciprocal Compensation" as provided for in 47 C.F.R. § 51.701 of the FCC's rules and regulations.

1.29 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.30 "Tariff" means any applicable federal or state Tariff, price list, standard agreement or other document of a Party that is effective and that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.31 "Telecommunications" is as defined in the Act.

1.32 "Telecommunications Carrier" is as defined in the Act.

1.33 "Telecommunications Service" is as defined in the Act.

1.34 "Telephone Exchange Service," sometimes also referred to as "Telephone Exchange Service," is as defined in the Act.

1.36 "Telephone Toll Service" is as defined in the Act.

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

1.38 "Transiting" or "Transit Service" is the network function to transport traffic that originates from one provider's network, "transits" one or more other provider's network substantially unchanged, and terminates to yet another non-Affiliate provider's network.

1.39 "Transit Provider" shall mean, for purposes of exchanging Local Traffic under this Agreement, the tandem provider with which the RLEC has an existing Meet Point where the Transit Provider and the RLEC deliver and receive Exchange Access traffic from their respective customers. The RLEC's tandem provider and therefore "Transit Provider" for any RLEC Rate Center shall be noted for that Exchange by the tandem provider referenced in Appendix I.

1.40 "Transport" shall mean the transmission of Local Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the Parties to the terminating carrier's Host End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC, or when a Host/Remote Complex has been deployed by the RLEC from the Virtual POI to the Remote Office.

1.41 Virtual Point of Interconnection" or "Virtual POI" is applicable where the Parties intend to exchange traffic that originates and terminates within a Remote Office's Exchange Area, and means a physical location defined to exist at the Remote Office's Exchange Area boundary that will allow service applications to be used over the facilities deployed by the RLEC that connects the Host Office with the Remote Office. A Virtual POI requires a direct physical connection by Charter to be established at the Host Office for the Remote Office at issue.

2.0 INTERPRETATION, CONSTRUCTION, AND SCOPE OF AGREEMENT

2.1 All references to Sections and Appendices shall be deemed to be references to Sections of, and Appendices to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including RLEC, Charter, or other third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, or rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.2 Subject to the terms set forth in Section 4 regarding compensation, each Party hereby incorporates by reference those provisions of its Tariffs or price lists that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable Tariff or price list cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or price list shall not be interpreted as, or be deemed

grounds for finding, a conflict for purposes of this Section 2. The Parties agree to give notice of all proposed Tariff or price list changes pursuant to Commission rules and orders.

2.3 This Agreement addresses the terms and conditions under which Charter and RLEC agree to exchange only Local Traffic between their respective Customers, as specified in Appendix I, via Interconnection at the specific POI or, as applicable, at the Virtual POI, in accordance with this Agreement, which is located within the geographic area served by the applicable RLEC Remote Switching Module. All Non-Local Traffic that either Party may deliver to the POI or, as applicable, the Virtual POI, that falls outside of the definition of Local Traffic shall not be subject to the terms and conditions of this Agreement but may be subject to other arrangements and/or Tariffs (or price lists) of the Parties which shall govern the intercarrier compensation treatment of such Non-Local Traffic. The Parties further agree that they will strictly construe the definition of Local Traffic as provided for in Section 1 above, and will ensure that they each will abide by the additional terms and conditions of Section 3 regarding facilities and traffic addressed under this Agreement. All terminating traffic to RLEC identified as Non-Local Traffic by either the "to" or "from" telephone numbers not being both assigned within the RLEC Certificated Area or identified by other means of establishing the originating and terminating points for such traffic as both points being within the Certificated Area shall be explicitly subject to the rates, terms and conditions of RLEC's then-existing intrastate or Interstate switched access service Tariff based on the "to" and "from" numbers.

2.4 This Agreement is intended, inter alia, to describe and enable specific Interconnection, Reciprocal Compensation and Local Number Portability arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

2.5 Charter represents that it is a provider of Telecommunications Service to End Users in Georgia. Charter NPA/NXXs are listed in the LERG, and this Agreement shall apply to Operating Company Numbers ("OCN") 781C assigned to Charter and only to Charter's Local Traffic exchanged with RLEC. Charter's Carrier Identification Code which it will be using under this Agreement for the delivery and receipt of Local Traffic at the POI is 6323.

2.6 This Agreement is limited to RLEC End Users' traffic for which RLEC has tariff authority to carry that originates and terminates in the RLEC Exchange Area in which interconnection has been sought. RLEC's NPA/NXXs for its Exchange Areas are listed in the LERG under OCN 0259 in the State of Georgia and which it will be using under this Agreement for the delivery and receipt of Local Traffic at the POI.

2.7. The traffic that is exchanged between the Parties through an Interexchange Carrier is not Local Traffic and is not subject to this Agreement, but rather is subject to the Exchange Access Tariff of the Party that operates either the terminating or the originating network required to carry the Interexchange Carrier's traffic.

2.8 All Local Traffic exchanged between the Parties shall be compensated in accordance with Section 4, below. Under this Agreement, the Parties agree that any and all intercarrier compensation regimes shall be no different than those applicable to the origination

and termination of Time Division Multiplex ("TDM") protocol traffic regardless of the signaling and transport protocol used, and that all Local Traffic shall be exchange between the Parties using the TDM protocol.

2.9 Each Party agrees that it will not knowingly provision any of its services or the exchange of Local Traffic under this Agreement in a manner that permits the arbitrage and/or circumvention of the application of applicable switched access charges by the other Party and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of Excluded Traffic through the POI or as applicable, at the Virtual POI. If any arbitrage and/or delivery of Excluded Traffic through the POI is identified, each Party also agrees to take all reasonable steps to terminate and/or reroute any service to one of its Customers that permits that Customer or any entity to arbitrage and/or circumvent the application of applicable switched access charges by the other Party or that permits the Customer or any entity to utilize the POI or, as applicable, at the Virtual POI for the delivery or receipt of Excluded Traffic through the POI or, as applicable, at the Virtual POI; provided, however, that until such time as the arbitrage is resolved, the Party that is allowing the POI or, as applicable, at the Virtual POI to be used for the delivery of Excluded Traffic shall pay either terminating or originating access charges based on the directionality of the traffic and pursuant to the applicable Tariff of the other Party.

2.10 All references to Sections and Appendices are deemed to be references to the Sections of and the Appendices to this Agreement unless the context otherwise requires.

2.11 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. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

2.12 RLEC represents and warrants to Charter that RLEC has all necessary authority from the Commission to provide Local Exchange Service within the Certificated Area in the State of Georgia, that RLEC's authority is in effect, that RLEC will be conducting its operations as a Telecommunications Carrier when it exchanges Local Traffic with Charter, and that RLEC's authorization to provide Telecommunications Services within its Certificated Area in the State of Georgia is required to be a precondition for the implementation of and operations under this Agreement. The Parties agree that each of these representations and warranties are explicitly required to be, and are part of the consideration provided as, preconditions for the implementation of and operations under the Agreement.

2.13 Charter represents and warrants to RLEC that Charter has all necessary certifications from the Commission (the "Charter Certificate") to provide competitive Local Exchange Service and Telecommunications Services throughout the State of Georgia, that the Charter Certificate is in effect, that the Charter Certificate provides the necessary Commission authority for it to provide Telecommunications Services in the Certificated Area, that Charter will be conducting its operations as a Telecommunications Carrier when it exchanges Local Traffic with RLEC, and that the provision of Telecommunications Services by Charter is

required to be a precondition for the implementation of and operations under this Agreement. The Parties agree that each of these representations and warranties are explicitly required to be, and are part of the consideration provided as, preconditions for the implementation of and operations under the Agreement.

2.14 Should any representation and warranty identified under Section 2.12 or under Section 2.13 be breached, the Parties agree that non-breaching Party shall have the option to immediately convert the arrangements identified herein to the rates, terms and conditions of the non-breaching Party's intrastate exchange access tariff.

2.15 The Parties agree that RLEC's provision of Host Transport Service is a service provided solely by RLEC, and that the terms applicable to HTS are not reciprocal and that Charter does not seek such reciprocity. The Parties agree that agreements reflected in this provision shall govern any and all interpretations and/or applications of the HTS framework to the Parties' exchange of traffic pursuant to this Agreement.

3.0 INTERCONNECTION ARRANGEMENTS

The types of traffic to be exchanged under this Agreement shall be Local Traffic.

3.1 General Requirements

3.1.1 Each Party shall be responsible for the cost and any requirements associated with the establishment, including but not limited to, if applicable, ordering processes and access service request processes associated with the provision of trunks to the specific Host Office or to the specific End Office POI for the exchange of Local Traffic which that Party's Customer originates. The specific Host Office POI for indirect Interconnection and the POI for direct Interconnection are identified in Appendix I hereto. The POI must be at or within RLEC's Host Office Rate Center Area boundary or the End Office Rate Center Area boundary. Each Party will be solely responsible for the costs and operation of its portion of the deployment of facilities to the POI; provided however, that nothing in the foregoing relieves Charter's payment obligation associated with its use of the Host Transport Service that is provided by the RLEC between the Host Office and the Virtual POI. Each Party intends that only Local Traffic shall be sent to the POI defined herein for termination to the other Party.

3.1.2 The Parties acknowledge that Charter may lease facilities from RLEC as provided for in Appendix II or an alternate third party provider, or construct its own facilities in order to achieve the direct connection at the Host Office POI defined in Section 3.1.1 or the direct Interconnection at the End Office defined in Section 3.1.1.

3.1.3 The Parties will interconnect their networks for the exchange of Local Traffic as specified in the terms and conditions contained in Appendix I hereto and incorporated by reference. A new POI can be established, or the existing POI moved, only with the consent of both Parties; provided, however, that where one Party requests that the POI be moved, the Party requesting such move may be required to pay the costs of the other Party associated with the move. Direct Interconnection shall be at a DS-1 transmission level at the End Office or Host

Office (unless, based on telecommunications industry technical standards and practices, both Parties agree that a higher level of transmission facilities is warranted and shall be determined by the Parties pursuant to the procedures outlined in Section 6 herein).

3.1.4 The Parties will use the dedicated trunk group(s) established at the POI to route only Local Traffic to one another, pursuant to the terms and conditions of this Section 3 of the Agreement. Any traffic that may be originated on or ultimately terminated by a commercial mobile radio services or paging service provider shall be classified as Non-Local Traffic and is not subject to the terms of this Agreement.

3.1.5 Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain local exchange service in the Rate Center area associated with the telephone number; (b) provision their Local Exchange Carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section 3; (c) adopt the RLEC's Exchange Area that is identical to that used by RLEC within its Local Calling Area for the Local Traffic exchanged pursuant to this Agreement; and (d) with respect to securing their own assigned numbering resources, assign whole NXX Codes to the RLEC's Exchange Area, or where, applicable, thousand number blocks within a NXX Code assigned to the RLEC's Exchange Area.

3.1.6 This Agreement does not obligate either Party to provide any arrangements or services not specifically provided for herein. This Agreement has no effect on the definition of Customer services that either Party offers outside of this Agreement, such services either Party may choose to offer, or the rate levels or rate structures that either Party charges for such services.

3.1.7 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Local Exchange Carrier services. The Parties acknowledge and affirm that calls to 911/E911 services shall not be routed over the same facility arrangements used by the Parties to exchange Local Traffic through the POI. Each Party will independently undertake its own efforts to comply with applicable NG 911 requirements. The Parties also acknowledge and affirm that when NG 911 service is implemented, such NG 911 service shall not be routed over the same facility arrangements used by the Parties to exchange Local Traffic through the POI. To the extent that a Party incorrectly routes 911/E911 or, in the future NG 911, traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

3.1.8 Each Party shall solely be responsible for its Communications Assistance for Law Enforcement Act ("CALEA") enforcement-related activity. Each Party shall also ensure that it takes all actions necessary for a full response to any CALEA and/or other law enforcement-related inquiry related in any manner to the originating/terminating traffic from a Customer it serves and that such actions are completed in a timely manner. Where a Party fails (the "Failing Party") to comply with any one or more of these obligations and an action is brought or costs imposed upon the other Party (the "Non-Failing Party"), the Failing Party shall indemnify the Non-Failing Party pursuant to the requirements of Section 12 of this Agreement.

3.1.9 To ensure proper implementation of this Agreement, the Party delivering traffic to the POI or, as applicable, the Virtual POI shall provide all jurisdictional parameters, the Automatic Number Identification ("ANI") or Accurate Calling Party Number ("Accurate CPN") (or similar industry standard traffic elements) for all traffic (the "Traffic Identifiers") in order that the terminating Party can properly identify the telephone number associated with the Customer placing the call. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3. Where the Traffic Identifiers are not provided as described in Section 3, the terminating Party shall assess, and the originating Party shall pay, access charges pursuant to the terminating Party's applicable Tariff. Accurate CPN associated with the Customer originating the call must be provided. Accurate CPN is: (a) Calling Party Number that is a dialable, working telephone number, that when dialed, will reach the Customer to whom it is assigned, at that Customer's location within the Certificated Area or in the case of a PBX or Centrex or similar device may be the number or numbers assigned to the trunk or trunks serving the PBX or similar device which when dialed may not reach an Customer directly; (b) CPN that has not been altered; (c) CPN that is not a charge number; and (d) CPN that follows the North American Numbering Standard and can be identified in numbering databases as an active number.

3.1.10 On all traffic exchanged pursuant to this Agreement, neither Party shall intentionally substitute nor implement any arrangement within its switch(es) that generates an incorrect ANI, CPN or other SS7 parameters than those associated with the originating Customer. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered. The intentional substitution or generation of incorrect parameters shall constitute a default of this Agreement.

3.1.11 Audits

3.1.11.A Subject to not less than sixty (60) days' prior written notice, either Party may request an audit (the "Section 3.1.11.A Requesting Party") associated with the other Party's (the "Audited Party") compliance with the terms and conditions of this Agreement. Any such audit shall be accomplished during normal business hours at the office of the Audited Party. Audits may be performed by a qualified independent auditor or consultant paid by the Section 3.1.11.A Requesting Party. However, no right to request or receive usage data from the Audited Party accrues to a Section 3.1.11.A Requesting Party who cannot reciprocate with respect to providing such usage data, unless otherwise agreed by the Parties.

3.11.1.B. An audit may be conducted no more frequently than once per twelve (12) month period with the results of such audit being implemented by the Parties retroactive to the date of the initial audit notice. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted and finalized in a timely manner. Any audit shall be performed as follows: (a) following at least sixty (60) days' prior written notice to the Audited Party; (b) subject to the

reasonable scheduling requirements and limitations of the Audited Party; (c) each Party shall bear its own cost and expense of the audit; (d) of a reasonable scope and duration; and (e) in a manner so as not to interfere with the Audited Party's business operations. No original books or records of the Audited Party may leave the premises of the Audited Party; provided, however, that requests for copies of any data contained in the books or records shall not be unreasonably refused provided that any cost associated with a copy is paid by the Section 3.1.11.A Requesting Party that requested such copy be made. Prior to commencing the audit, the Audited Party may request the execution of a confidentiality agreement (which shall be applicable to any individual and entity that the Section 3.1.11.A Requesting Party elects to employ for such audit) to protect confidential information disclosed through the course of the review.

3.11.1.C Where the audit request raises issues associated with the exchange of traffic through the POI, and in order to facilitate any audits under this Agreement, the Parties agree that they each will, in good faith, provide to the other Party comparable and verifiable data that is the subject of prospective data collection if prior period data is not available as contemplated in the request for audit; provided, however, that in the event that the Parties use a prospective data collection period, each Party shall in good faith represent and warrant to the other that the method by which the traffic is routed through that Party's network will not change during the prospective period from that in use by the Party for the thirty (30) days prior to the date that the Section 3.1.11.A Requesting Party's audit request is sent.

3.11.1.D Should agreement on the method by which the Audit will be conducted not be reached, either Party may seek relief pursuant to the Section 15.8 Dispute Resolution provisions of this Agreement.

3.1.11.E Notwithstanding any other provision of this Agreement, disputes based on an audit may not be raised with respect to invoices dated more than six (6) months before the date the audit was requested and, unless the results of such audit relates to a Tariff filed by a Party, back billing is not permitted based on the results of an audit with respect to invoices dated more than six (6) months prior to the date the audit was requested.

3.1.12 Notwithstanding anything to the contrary in Section 15.8, herein, where a dispute arises with respect to the exchange of traffic under this Agreement and a Party does not respond to such dispute within thirty (30) days of notice of the dispute being given, the Party sending the dispute notice (the "Notifying Party") may, in its discretion, treat such failure to respond as a default under this Agreement and the Notifying Party may pursue any and all remedies available to it under this Agreement. Moreover, if there has been an over-forecasted traffic by Charter that requires RLEC to overbuild facilities of at least one DS1 facility or more, Charter will pay to RLEC for one year after RLEC provides notification of such over-forecasting RLEC's intrastate tariff rate for each DS1 facility or portion thereof that RLEC has constructed to meet Charter's previously proposed traffic level.

3.1.13 In order to track and monitor the traffic that is being exchanged at the POI both Parties agree to utilize SS7 common channel signaling between their respective networks for the traffic addressed in this agreement. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic they deliver to the POI, the Parties agree to cooperate with one another on the exchange of all

appropriate unaltered CCS messages for call set-up, including without limitation ISDN user part ("ISUP") and transaction capability user part ("TCAP") messages to facilitate interoperability of CCS-based features and functions between their respective networks, including, where available, CLASS Features and functions. All CCS signaling parameters, including, but not limited to, the jurisdictional indicator parameter ("JIP") and the originating end user telephone number, will be provided by each Party where available in conjunction with all traffic it delivers to the POI.

3.1.14 Host Transport Service

3.1.14.A The termination of Local Traffic by the RLEC that is destined to a Remote Office shall be subject to the terms and conditions applicable to Host Transport Service ("HTS") as provided for herein, where Charter seeks to exchange Local Traffic that is originated and terminated to end users of the Parties, where the RLEC end user is physically located within an RLEC's Remote Office geographic area (the "HTS Remote Office").

3.1.14.B HTS requires Charter to order direct Interconnection pursuant to Section 3.3 of this Agreement for each Host Office that serves an RLEC HTS Remote Office. Each terminating minute of use associated with HTS shall be billed by RLEC and paid by Charter as required herein. The rate for HTS is provided for in Appendix II herein.

3.1.14.C The relevant Host Office operated by RLEC is identified in Appendix I along with any subtending Remote Office.

3.1.14.D The provisions of this Section 3 shall be interpreted and applied in a manner to fulfill the provisions of Sections 3.1.14.A through 3.1.14.D, herein.

3.1.14.E By executing this Agreement, the Parties agree that Charter has constructively ordered HTS where such HTS is applicable, and therefore shall abide by all terms related to the provision contained within this Agreement by RLEC of HTS including, by way of example only, payment to RLEC for Charter's use of such HTS.

3.1.15 Nomadic Traffic

3.1.15.A The Parties do not plan, and the terms and conditions of this Agreement do not contemplate, the exchange of any Nomadic Calling Traffic. Prior to initiating any Nomadic Calling Traffic, the Party seeking to initiate such Nomadic Calling Traffic may seek an amendment to this Agreement and the Parties shall negotiate such amendment in a manner consistent with the time frames established in Section 252(b) of the Act.

3.1.15.B "Nomadic Calling Traffic" means the Nomadic Calling Service traffic that is exchanged between the Parties.

3.1.15.C "Nomadic Calling Service" means a service arrangement whereby a Customer with a telephone number assigned to a RLEC's Rate Center Area may take its customer premises equipment ("CPE") and use that CPE to make a call to the other Party's

Customer in where the originating call is being made in a Rate Center different form that in which the calling number was originally assigned.

3.2 Indirect Interconnection

3.2.1 Indirect Interconnection is an arrangement where Transit Service of a third-party tandem provider as identified in Appendix I (the "Tandem Provider") that RLEC subtends is used to switch and deliver Local Traffic calls between the Parties. For an indirect Interconnection arrangement, the Parties agree to interconnect their networks at the POI which shall be at the same geographic location within the RLEC's network as the Meet Point with the Tandem Provider as indicated in Appendix I and the Parties further agree that Charter may use the transit service of Tandem Provider (which has existing connection to the RLEC) in order to exchange Local Traffic with the RLEC. Unless both Parties agree otherwise, the Parties agree to migrate the use of indirect Interconnection to a Section 3.3 Direct Interconnection arrangement where either Transit Service charges are found to be applicable to the RLEC or if the level of total traffic exchanged between them reaches two hundred and forty thousand (240,000) minutes of use per month per End Office Switch for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Migration Trigger"). The Parties agree that the level of traffic shall be determined based on the minutes of use that traverse the POI. Once either aspect of the Migration Trigger is met, the Parties agree to meet to implement the migration to a Section 3.3 Direct Interconnection arrangement, which arrangement shall occur within sixty (60) days of the Migration Trigger unless both Parties agree in writing to extend such 60 day period and during such time Charter shall continue to pay all Transit Service charges.

3.2.2 The Parties agree that for Local Traffic exchanged between the Parties via an indirect Interconnection arrangement, the RLEC will be responsible solely for the transport of its originating Local Traffic to and of Charter's originating Local Traffic from (and the associated provisioning and operations of facilities) the RLEC's side of the POI which is within RLEC's Certificated Service Area as provided for in Appendix I of this Agreement. Likewise, when an indirect Interconnection arrangement is elected by Charter, the Parties also agree that Charter will be responsible solely for the transport of its originating Local Traffic to and of RLEC's originating Local Traffic from (and the associated provisioning and operations of facilities) the Tandem Provider's side of the POI as provided for in Appendix I of this Agreement. To avoid any doubt, where Charter has arranged to use indirect Interconnection and thus the use of the Tandem Provider tandem, in addition to other obligations outlined in this Agreement, Charter shall be responsible for all costs, charges associated with the use of the Tandem Provider network and shall indemnify and hold harmless the RLEC for Charter's use of the Tandem Provider network.

3.2.3 Where indirect Interconnection is in place between the Parties, Charter shall ensure that the Tandem Provider provides to the RLEC complete and accurate terminating call records in a manner fully consistent with Section 3.1.9 above. If requested, Charter shall provide to the RLEC confirmation that Charter has established the necessary network arrangement with the Tandem Provider contemplated by this provision which would provide Charter necessary Transport to and from Charter's network to the Tandem Provider's side of the existing Meet Point with the RLEC.

3.2.4 This arrangement of indirect Interconnection will be subject to renegotiation if by change of law or for any other reason the Tandem Provider contemplated by this Section 3.2 no longer offers Transiting.

3.2.5 Charter will accept one hundred percent (100%) of the responsibility to deliver its originated Local Traffic to and receive the RLEC-originated Local Traffic from the indirect Interconnection POI identified in Appendix I. In return, the RLEC assumes one hundred percent (100%) of the responsibility to deliver its originated Local Traffic to and receive Charter-originated Local Traffic from the indirect Interconnection POI identified in Appendix I.

3.3 Direct Interconnection

3.3.1 Upon Charter's request or where the Migration Trigger noted in Section 3.2.1, above is reached, the RLEC and Charter shall interconnect their respective networks via the installation of direct Interconnection facilities. For direct Interconnection, the POI shall be located at a technically feasible point within the RLEC's network. The Parties agree that the direct Interconnection POI provided in Appendix I is a technically feasible point within the RLEC's network. Charter will accept one hundred percent (100%) of the responsibility to deliver its originated Local Traffic to and receive the RLEC-originated Local Traffic from the direct Interconnection POI. In return, the RLEC assumes one hundred percent (100%) of the responsibility to deliver its originated Local Traffic to and receive Charter-originated Local Traffic from the direct Interconnection POI.

3.3.2 Once direct Interconnection is established, both Parties shall route Local Traffic calls to the other Party over the direct Interconnection facilities except in the case of an emergency, temporary equipment failure or technical inability under the circumstances described herein of existing direct Interconnection facilities.

3.3.3 Should Charter seek to arrange for a portion of the direct Interconnection facilities physically located within the Certificated Area from the RLEC, the rates for such facilities are noted in Appendix II.

3.3.4 Unless otherwise agreed by the Parties, the Parties agree that they shall be obligated to establish two (2) way Direct Interconnection facilities.

3.3.5 When two-way direct Interconnection trunks are established, each of the Parties shall be responsible for all trunk costs on its side of the point of interconnection.

4.0 COMPENSATION FOR LOCAL TRAFFIC

4.1 The Parties agree that the exchange of Local Traffic at each of their respective sides of the POI shall be "bill and keep" and thus no compensation shall be paid for the exchange of Local Traffic.

4.2 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs or price lists; provided, however, that any such effort to designate

the "local" calling areas by a Party shall not in any way alter the intercarrier compensation requirements and obligations of the Parties as defined in this Agreement.

4.3 The designation of traffic as Local or Excluded Traffic for purposes of compensation shall be based on the originating and terminating NPA-NXXs of the call, regardless of the carrier(s) involved in carrying any segment of the call.

4.4 Network Protocol for the Exchange of Local Traffic

The Parties agree that all Local Traffic shall be exchanged at the POI using RLEC's existing network protocol for the exchange of traffic with other Telecommunications Carriers and RLEC shall not be required to change such existing network protocol.

5.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

5.1 Information Exchange

The Parties will work cooperatively to install and maintain a reliable network. Charter and RLEC will exchange appropriate information (*e.g.*, maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

5.2 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder (the "Providing Party"), the Providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the Providing Party to any other carrier whose network is connected to that of the Providing Party. Charter and RLEC may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

5.3 Initial Implementation

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.

6.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; NETWORK MANAGEMENT, INSTALLATION, MAINTENANCE, TESTING AND REPAIR

6.1 Joint Network Implementation and Grooming Process

Charter and RLEC shall jointly develop an implementation and grooming process (the "Joint Process") for either of the Interconnection arrangement contemplated in this Agreement which shall define and detail, among other things:

6.1.1 Standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within one another's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. "Final" trunk groups, if used, will be engineered using a design blocking objective of P.01;

6.1.2 The respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

6.1.3 Information related to traffic between exchanges that may be required for forecasting each Party's network requirements; and

6.1.4 Such other matters as the Parties may agree, including, *e.g.*, where direct Interconnection is used, implementation of End Office-to-End Office high usage trunks, as sound engineering practices may dictate.

6.2 Installation, Maintenance, Testing and Repair of Direct Interconnection Facilities

The Parties agree to the following with respect to the installation, maintenance, testing and repair of Interconnection facilities:

6.2.1 Cooperatively plan and implement coordinated repair procedures for the facilities used to exchange Local Traffic to ensure trouble reports are resolved in a timely and appropriate manner. Each Party shall undertake reasonable efforts to process the other Party's maintenance requests in terms of timeliness and manner, in a professional and workmanlike manner.

6.2.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

6.2.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

6.2.4 Coordinate and schedule testing activities of their own personnel, and as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

6.2.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.

6.2.6 Provide in Section 6.7 below a trouble reporting number or numbers in order to allow for 24 hours a day/7 days a week coverage.

6.2.7 Immediately report to each other any equipment failure which may affect the Interconnection trunks.

6.2.8 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of Automatic Message Accounting ("AMA") records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

6.3 Direct Interconnection Trunk Forecasting

6.3.1 Each Party will provide the other a good-faith, one year forecast for expected Section 3 identified transport utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide forecast information to the other. A Party may update its forecast during the given year.

6.3.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

6.3.3 If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any eighteen (18) month period, either Party may issue an order to resize the trunk group, which will be left with no less than 25 percent excess capacity. The Grade of Service for all Facilities between the applicable RLEC's Central Office Switch and Charter's will be engineered to achieve P.01 Grade of Service.

6.3.4 All requests by Charter to RLEC to establish, add, change, or disconnect Host Office or End Office direct Interconnection trunks will be made using the industry standard Access Service Request ("ASR").

6.4 Coordinated Cut-Overs

For Customer conversions requiring coordinated cut-over activities, on a per order basis, RLEC, to the extent resources are readily available, and Charter will agree on a scheduled conversion time, which will be a designated time period within a designated date. Any request made by Charter to coordinate conversions after normal working hours, or on Saturdays or Sundays or holidays shall be performed at Charter's expense, and, if involving RLEC, Charter shall pay the overtime engineering rate for each hour that any RLEC employee is involved at the rate established in the applicable RLEC Intrastate Exchange Access service Tariff.

6.5 Network Management

6.5.1 Either Party may use protective network traffic management controls as available in their networks such as, but not limited to, 7-digit and 10-digit code gaps, on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Charter and RLEC will immediately notify each other of any protective control action planned or executed.

6.5.2 Charter and RLEC will cooperate and share pre-planning information regarding cross-network mass call-ins expected to generate large or focused temporary increases in call volumes. Both Parties will work cooperatively to reduce network congestion caused by such cross-network mass call-ins.

6.5.3 Neither Party will use any service related to or using any of the services 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 Customers, or 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 occurs 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, wherever 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:

6.5.3.A Promptly notify the other Party of such temporary discontinuance or refusal;

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

6.5.3.C Inform the other Party of its right to bring a complaint to the Commission or FCC.

6.5.4 The Parties agree that each will share responsibility for all maintenance and repair of Interconnection trunks/trunk groups on their respective side of the POI. The Parties agree to: (a) cooperatively plan and implement coordinated repair procedures for the Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner; (b) provide trained personnel with adequate and compatible test equipment to work with each other's technicians; (c) promptly notify each other when there is any change affecting the service requested, including the date service is to be started; (d) coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection ASR, meet agreed upon acceptance test requirements, and are placed in service by the due date; (e) perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other; (f) provide each other with a trouble reporting number to a work center; (g) immediately report to each other any equipment failure which may affect the Interconnection trunks; (h) provide, based on the trunking

architecture, for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

6.5.5 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks or use of the RLEC's Host Transport Service, and any of the following conditions exist: (a) No trouble is found in the Interconnection trunks or the Host Transport Service; (b) The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or (c) Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits. If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled. Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in the billing Party's approved intrastate Exchange Access service Tariff.

6.5.6 RLEC and Charter shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating traffic that requires dialing to route a call.

6.5.7 Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes within their respective networks. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, nor shall either Party fail or refuse to promptly load the other Party's assigned NPA-NXX codes into its switch(es).

6.5.8 The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. Each Party shall provide written notice to the other Party of changes in the information necessary for the transmission and routing of services using, as applicable, its local exchange facilities, wireless facilities, or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

6.5.9 Subject to the specific facts and circumstances confronting the Party at the time a request for maintenance is made, each Party shall process and respond (the "Processing and Responding Party") the other Party's maintenance requests at no less than parity with the manner in which the Processing and Responding Party processes its own maintenance requests or maintenance requests of its affiliates.

6.5.10 Each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

6.6 Office Code Translations

6.6.1 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the information derived from such sources as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes within the Certificated Area at all times.

6.6.2 The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. Where traffic to be exchanged under this Agreement is destined for telephone numbers that have, in turn, been ported and when more than one carrier is involved in completing that traffic, the N-1 carrier has the ultimate responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

6.6.3 If a Party does not fulfill its N-1 carrier responsibility (the "Non-Querying Party"), the other Party (the "Querying Party") shall, if technically feasible, perform default LNP queries on calls to telephone numbers with portable NXXs received from the Non-Querying Party and route the call to the appropriate switch or network in which the telephone number resides. The Non-Querying Party shall be responsible for payment of all charges assessed by the Querying Party as identified in Appendix II for "Default Query Service" including any reciprocal compensation assessed by the third party terminating carrier and/or transit charges assessed by a third party tandem provider. When such charges are billed by the Querying Party to the Non-Querying Party and such charges are disputed by the Non-Querying Party, the Querying Party shall provide the Non-Querying Party with an opportunity to challenge such charges. If such charges are disputed by the Non-Querying Party, the Non-Querying Party may request the Querying Party to provide its underlying validation of those charges to the Non-Querying Party for examination and review.

6.7 Trouble Reporting

6.7.1 In order to facilitate trouble reporting and to coordinate the repair of Interconnection facilities provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with Interconnection facilities, trunks, and other Interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contact:

For THE RLEC:
Repair Contact Number: 706-678-0611

For Charter:
NOC/Repair Contact Number: (844) 612-9261
Email: DL-VoiceOps-SupportCenter@charter.com

6.7.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

7.0 LOCAL NUMBER PORTABILITY

7.1 The Parties shall adhere to the requirements of 47 U.S.C. § 153(37), the rules and regulations of the FCC and the rules and regulations of the Commission applicable to the provision of Local Number Portability. Local Number Portability shall only be provided where the telephone number to be ported retains the same Rate Center designation as the same Rate Center where that telephone number was originally assigned.

7.2 The Parties shall exchange and follow Trading Partner Profiles ("TPP") information applicable to Georgia in order to provide the Parties with the necessary information required to provision a request to port a telephone number. Each Party shall update its TPP information as necessary to maintain the accuracy of its TPP and shall provide such updated TPP to the other Party as soon as practicable.

7.3 Both Parties will perform testing to ensure proper routing and completion of calls to a ported number, and cooperate in conducting any additional testing to ensure interoperability between their respective networks and respective systems. Additional testing charges are as specified in Appendix II and shall be paid by the Party requesting such additional testing. Each Party shall, at the other Party's reasonable request and, to the extent practical, perform tests to validate the operation of the network.

7.4 Each Party will coordinate LNP activities with the Number Portability Administration Center ("NPAC") as required.

7.5 When a ported telephone number becomes vacant (*e.g.*, the telephone number is no longer in service by the original Customer), the ported telephone number will be released in a manner consistent with industry standards or practice to the NXX code holder, or if thousand block pooling is being used in the Rate Center Area, the thousand block holder.

7.6 The Parties agree that traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.

7.7 The Parties agree to coordinate the timing for disconnection from one Party and connection with the other Party when a Customer ports his or her telephone number.

7.8 Order and Coordinated LNP Activity Charges

7.8.1 LSR Charges

7.8.1.A The Parties shall reciprocally compensate each other for Local Service Request ("LSR") orders at rates provided below.

7.8.1.B When a Party (the "Requesting Party") receives a Customer request to change service from the other Party but retain the Customer's same telephone number(s), the Requesting Party will submit an LSR to the other Party to commence the process to effect the service change. The charge associated with an LSR Order is Thirty Dollars ($30.00) per each request by the Requesting Party to the other Party per Customer -- To be billed to and paid by the Requesting Party.

7.8.2 Coordinated LNP Activity Charges.

The Party that is porting out the telephone number may charge the other requesting Party for Coordinated LNP activities scheduled outside of the specified hours for addressing such requests as identified in Appendix III at the usual and customary hourly labor rates as identified in the porting Party's then-existing Commission approved intrastate Exchange Access service Tariff or like mechanism.

7.9 Letter of Authorization ("LOA")

Each Party is responsible for obtaining a LOA from each Customer that requests LNP from one Party to the other Party. Both Parties agree to adhere to the applicable federal and/or state requirements regarding LOAs and preferred carrier freezes.

7.10 Combined LNP Requests

Each Party will accept LNP requests from the other Party for one Customer that includes multiple requests for LNP only where the Customer will retain each of the telephone numbers identified in the LNP request.

7.11 Expedited Order Charge

Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charge is as agreed to in Appendix II.

7.12 LNP Request Date Modifications/Customer Not Ready

Either Party may request a change in due date prior to the originally scheduled due date without additional charges if the new LNP date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification

7.13 LNP Request Outside Normal Hours/Additional Work

If an "LNP Date Modifications/ Customer Not Ready" request is made outside normal business hours (if available) or is made within normal business hours and requires additional internal or outside work force, the Requesting Party (*i.e.*, the Porting Party or the New Service

Provider for the specific Customer) will be assessed an Expedited Order Charge/LNP Date Modification as found in Appendix II.

8.0 COORDINATION WITH TARIFF TERMS

Where explicitly noted in this Agreement, the Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state Tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the Providing Party applies to any service, facility, and arrangement described herein such as, by way of example only, the delivery or termination of Excluded Traffic, the Parties agree that those rates and charges for services, facilities, and arrangements that reference a rate contained in an existing Tariff of the Providing Party, shall conform with those contained in the then-effective Tariff and vary only in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date.

9.0 TERM AND TERMINATION

This Agreement shall become effective on the Effective Date. Following the Effective Date, the Agreement will continue in effect for two (2) years, and thereafter the Agreement shall continue in force and effect on a month to month basis unless and until terminated as provided herein. No earlier than two hundred forty (240) calendar days and no later than one-hundred eighty (180) calendar days prior to the expiration of the initial term, either Party may provide notice to terminate the Agreement as of the initial term expiration date. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least ninety (90) calendar days in advance of the proposed date of termination. In the event of a notice of termination by either Party as provided in this Section 9, and either Party requests renewal, the service arrangements made available under this Agreement shall continue without interruption on a month-to-month basis until a replacement agreement is executed by the Parties; provided, however, that if the Parties are unable to negotiate a new agreement within one hundred and thirty-five (135) days after notice is provided pursuant to this Section 9, either Party may petition the Commission to arbitrate any open issues in accordance with the provisions of Section 252 of the Act.

10.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE

DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

11.0 CANCELLATION CHARGES

Except as provided in this Agreement or as otherwise provided in any applicable Tariff, no cancellation charges shall apply.

12.0 INDEMNIFICATION

12.1 Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the negligent or intentional acts or omissions of the indemnifying Party, regardless of the form of action. Notwithstanding the foregoing indemnification, nothing in this Subsection 12.1 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

12.2 The indemnification provided herein shall be conditioned upon:

12.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

12.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

12.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

12.2.4 The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

12.2.5 The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

13.0 LIMITATION OF LIABILITY

13.1 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.

13.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 12, NEITHER PARTY HAS ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE 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, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14.0 COMPLIANCE WITH LAWS

14.1 Each Party represents and warrants that it is now and will remain in compliance with all Applicable Laws. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

14.2 The Parties recognize that the FCC has issued and may continue to issue regulations implementing of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC regulations, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency and amend the application-affecting provision(s).

14.3 In the event any Applicable Law other than the FCC regulations requires modification of any material term(s) contained in this Agreement or if any of the definitions that are expressly taken from the Act are amended in any material fashion, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if an Applicable Law requires modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary via an amendment, and the remaining provisions of this Agreement shall remain in full force and effect.

14.4 For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive

remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Georgia without reference to conflict of law provisions.

14.5 The terms and conditions of this Agreement shall be subject to any and all Applicable Law, rules or regulations that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

15.0 MISCELLANEOUS

15.1 Authorization

15.1.1 RLEC is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

15.1.2 Charter is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

15.2 Independent Contractor

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. As an independent contractor, the Parties' relationship is not that of joint venturers, partners, or employees of one another. Neither Party may bind or obligate the other. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

15.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, pandemic, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; boycotts; or delays caused by the other Party; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party

shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Each Party agrees to treat the other Party in parity with the manner in which it treats itself and any other entities with regard to a Force Majeure event.

15.4 Confidentiality

15.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with Customer-specific, facility-specific, or usage-specific information, other than Customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

15.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds confidential its own Proprietary Information (which in all cases shall be no less than reasonable) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Except where the Proprietary Information is shared with a third party that has a professional obligation to retain the confidentiality of information (the "Professional Third Party") provided to it by a disclosing Party and that Professional Third Party otherwise agrees to be bound by that confidentiality obligation, Parties are prohibited from sharing Proprietary Information with a third Party unless written consent is obtained from the other Party; provided, however, that at least ten (10) days prior to a disclosing Party providing such Proprietary Information to the disclosing Party's Professional Third Party, such disclosing Party shall provide written notice to the non-disclosing Party of the identity of the Professional Third Party and a description of the full reasons as to why such disclosure is necessary. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

15.4.3 Unless otherwise agreed to in writing, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

15.4.3.A was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

15.4.3.B is or becomes publicly known through no wrongful act of the receiving Party; or

15.4.3.C is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

15.4.3.D is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

15.4.3.E is approved for release by written authorization of the disclosing Party; or

15.4.3.F is required to be made public by the receiving Party pursuant to Applicable Law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

15.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

15.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Subsection 15.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date. The confidentiality obligations hereunder shall expire three (3) years after termination with respect to any information.

15.4.6 In the event that either Party obtains information about the other Party's Customer whose privacy is protected by Section 222 of the Act, the obtaining Party agrees to protect the privacy of such information about the other Party's Customer in accordance with Section 222 of the Act.

15.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

15.6 Assignment

Either Party may assign this Agreement or any of its rights or obligations hereunder to a third party, with the other Party's prior written consent, with at least sixty (60) days' prior notice which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this Subsection

15.6 shall be void and ineffective and constitute a default of this Agreement. No consent will be required in the event of assignment to a parent owning a majority of the Party, or a majority owned subsidiary of the Party, provided that such assignment shall not relieve the assigning Party of its obligations hereunder unless otherwise agreed to by the Parties. The foregoing shall not be construed to prevent a Party from granting a security interest in this Agreement.

15.7 Billing and Payment; Disputed Amounts

15.7.1 Except as may otherwise be provided in this Agreement, each Party shall submit to the other Party on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. The itemized statement shall include a description of services, minutes of use, and if the charge is for usage or facilities. Payment of undisputed billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within sixty (60) days of the date of such statement.

RLEC shall send all Invoices for Charter via email to:

Charter Communications, Inc.
Attn: Carrier Relations - Regulatory 12405 Powerscourt Drive
St Louis, Missouri 63131
Email: DL-VoiceOps-SupportCenter@charter.com

Charter shall send all Invoices to RLEC via email to:

Wilkes Telephone & Electric Company
Attention: Accounting
P.O. Box 277
Washington, GA 30673
Email: relyant-acct@relyantcommunications.com

15.7.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion. Notwithstanding any other provision of this Agreement, neither Party may submit a statement of charges for any services rendered more than sixty (60) days prior to the date of the statement.

15.7.3 No claims shall be brought for disputed billing amounts more than sixty (60) days from the date of the billing statement which gives rise to the dispute. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of the date of the billing statement containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the

specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Disputed Amount shall thereafter be paid or credited, as appropriate, upon final determination of such dispute.

15.7.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) calendar days after delivery to the Billing Party of notice of the Disputed Amounts, the Dispute Resolution procedures in Section 15.8 below shall be used.

15.7.5 The Parties agree that all negotiations pursuant to this Subsection 15.7 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

15.7.6 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due (the "Due Date") 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 law.

15.8 Dispute Resolution

15.8.1 Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance.

15.8.2 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedure set forth in this Section with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

15.8.3 At the written request of a Party, each Party will appoint a good faith representative having the authority to resolve such dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted as evidence in the arbitration or lawsuit.

15.8.4 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may submit the dispute to either the Commission, judicial forum of competent jurisdiction, or upon mutual agreement to the American Arbitration Association ("AAA") for binding arbitration pursuant to the respective rules and practices of the

entity to which the dispute is submitted.

15.8.5 Each Party shall bear its own costs associated with its activities taken pursuant to this Section 15.8.

15.9 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered by express delivery service, or (b) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, to the following addresses of the Parties:

To RLEC:

Mr. Rob Brooks
Chief Executive Officer
Wilkes Telephone & Electric Company
P.O. Box 277
11 Court Street
Washington, Georgia 30673

with a copy to the following:

Thomas J. Moorman
Woods Aitken LLP
5335 Wisconsin Ave., N.W., Suite 440
Washington, D.C. 20015
Email: tmoorman@woodsaitken.com

To Charter:

Charter Communications, Inc.
Attn: Carrier Relations - Regulatory
12405 Powerscourt Drive
St Louis, Missouri 63131

With a copy to the following:

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravina Drive, Suite 1700
Atlanta, Georgia 30346
Email: CHudak@FH2.com

or to such other address as either Party shall designate by proper written notice. Notices will be deemed given as of the date of actual receipt.

15.10 Joint Work Product

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

15.11 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express 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, express or implied, against or in the name 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.

15.12 No License

15.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

15.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

15.13 Technology Upgrades

Nothing in this Agreement shall limit either Party's ability to upgrade its network (the "Upgrading Party") through the incorporation of new equipment, new software or otherwise; provided, however, that the non-Upgrading Party may dispute the incorporation of any such

upgrade proposed by the Upgrading Party pursuant to the dispute resolution provisions found in Section 15 based on the technical and economic consequences of the non-Upgrading Party of accommodating such proposed upgraded within the non-Upgrading Party's network. The Upgrading Party shall provide the other written notice to the other Party at least ninety (90) calendar days prior to the incorporation of any such upgrades in its network that will materially affect the other's service, and shall exercise reasonable efforts to provide at least one hundred eighty (180) calendar days' notice where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, each Party shall abide by the FCC or Commission rules for such notice.

15.14 Survival

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

15.15 Entire Agreement

The terms contained in this Agreement and any Appendix, Tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

15.16 Counterparts

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

15.17 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of any such provision or option.

15.18 Successors and Assigns

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

15.19 Publicity

Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall not be unreasonably withheld.

15.20 Amendment

The Parties may mutually agree to amend this Agreement in writing.

15.21 Changes in Law

In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial, or other legal action. If, after good faith negotiations, the Parties agree that resolution will not be reached, then either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction to arbitrate, mediate or otherwise resolve any dispute concerning the implementation of an appropriate amendment.

15.22 Severability

The Parties negotiated the terms and conditions of this Agreement for services and Interconnection of their respective networks pursuant to §251(a)(1) and §251(b) of the Act as a total arrangement and it is intended to be nonseverable. Every Interconnection and service provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to the complete Interconnection and all services provided herein.

15.23 Law Enforcement and Civil Process

15.23.1 Intercept Devices

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

15.23.2 Subpoenas

If a Party receives a subpoena for information concerning a Customer the Party knows to be a Customer of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party may be the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the Customer's service provider, the receiving Party will respond to any valid request to the extent the receiving Party is able to do so; if response requires the assistance of the non-receiving other Party such assistance will be provided.

15.23.3 Law Enforcement Emergencies

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

15.24 Taxes

15.24.1 Charter and the RLEC will each collect from their respective customers all applicable federal, state, and local taxes including, but not limited to, value-added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges) ("Taxes") payable by each of them.

15.24.2 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.

15.24.3 If either Party is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to the other Party, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by the purchasing Party shall be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by the selling Party will not be less than the selling Party would have received had no such deduction or withholding been required.

15.25 Default and Termination

15.25.1 Either Party may terminate this Agreement for cause upon thirty (30) days' prior written notice to the other Party if: (a) the other Party materially breaches this Agreement or defaults on its obligations and fails to cure such breach or default during such thirty (30) day period; (b) the other Party's authority to provide the services provided herein is revoked or terminated; or (c) the other Party is insolvent, or files for bankruptcy (or other

protection from creditors generally) and such bankruptcy petition is not dismissed within sixty (60) days. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of the termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement.

15.25.2 For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption following the date of termination or until a replacement agreement has been executed by the Parties either: (a) under a new agreement voluntarily executed by the Parties; (b) under a new agreement negotiated pursuant to the provisions of Section 252 of the Act; or (c) under any agreement available according to the provisions of Section 252(i) of the Act; however, in no case will those arrangements continue for more than 12 months following the date of termination.

15.26 Service Offerings

Nothing in this Agreement shall be construed to prevent any Party from providing services to or obtaining services from another Telecommunications Carrier.

15.27 Filing of Agreement

RLEC shall file the executed Agreement with the Commission pursuant to the requirements of Section 252 of the Act and Charter shall cooperatively assist RLEC in such filing.

15.28 Authority

The individuals executing this Agreement are each an authorized officer of each Party.

15.29 Robocalls

For robocall authorization and robocall traceback, the Parties shall comply with all applicable federal rules and regulations.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates set forth below.

Charter Fiberlink – Georgia, LLC By its Manager, Charter Communications, Inc.	Wilkes Telephone & Electric Company
By: _____	By: _____
Printed: Michael L. Scanlon	Printed: Rob Brooks
Title: Vice President, Circuit Operations	Title: Chief Executive Officer
Date: 1/3/24	Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates set forth below.

Charter Fiberlink – Georgia, LLC By its Manager, Charter Communications, Inc.	Wilkes Telephone & Electric Company
By: _____	By: _____
Printed: Michael L. Scanlon	Printed: Rob Brooks
Title: Vice President, Circuit Operations	Title: Chief Executive Officer
Date: _____	Date: 2/1/24

Appendix I
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Indirect POI
Location within the RLEC Network for the Exchange of Local Traffic

RLEC Switch CLLI	RLEC Rate Center	POI Located Within the Network of the RLEC	Charter Switch CLLI
WASHGAXA678	WASHGAMA 706-678	33.591889 -82.960889	SGHLGAAO0MD

Name of RLEC's Incumbent Local Exchange Carrier
Tandem Provider: AT&T

Additional Information for Implementation of Host Transport Service Where the Charter "From" Telephone Number and the RLEC "To" Telephone Number are Assigned to the Same Remote Office Local Calling Area:

RLEC Remote Office Name	RLEC Remote Office CLLI	RLEC Remote Office Numbering Resources
Crawfordville	CRVLGAXA456	706-456-XXXX
Lincolnton	LNTNGAXA359	706-359-XXXX
Metasville	MSVLGAXA293	706-293-XXXX
Rayle	RAYLGAXA274	706-274-XXXX
Tignal	TGNLGAXA285	706-285-XXXX

**** NOTE: The Remote Office Local Calling Area of each of the Remote Exchanges noted above includes local calling to each other Remote Office exchange noted as well as the Host Office exchange in Washington and therefore any such Charter-originated call within one of these Remote Exchanges or Host Exchange destined for termination to a RLEC End User within a RLEC Remote Exchange would be subject to the provision by the RLEC of Host Transport Service. All Charter traffic that either originates or terminates to a location outside of the RLEC's Certificated Service Area shall be subject to the applicable exchange access tariff of the RLEC.***

Direct POI
Location within the RLEC Network for the Exchange of Local Traffic

RLEC Switch CLLI	RLEC Rate Center	POI Located Within the Network of the RLEC	Charter Switch CLLI
WASHGAXA678	WASHGAMA 706-678	33.591889 -82.960889	SGHLGAAO0MD

Additional Information for Implementation of Host Transport Service Where the Charter "From" Telephone Number and the RLEC "To" Telephone Number are Assigned to the Same Remote Office Local Calling Area:

RLEC Remote Office Name	RLEC Remote Office CLLI	RLEC Remote Office Numbering Resources
Crawfordville	CRVLGAXA456	706-456-XXXX
Lincolnton	LNTNGAXA359	706-359-XXXX
Metasville	MSVLGAXA293	706-293-XXXX
Rayle	RAYLGAXA274	706-274-XXXX
Tignal	TGNLGAXA285	706-285-XXXX

**** NOTE: The Remote Office Local Calling Area of each of the Remote Exchanges noted above includes local calling to each other Remote Office exchange noted as well as the Host Office exchange in Washington and therefore any such Charter-originated call within one of these Remote Exchanges or Host Exchange destined for termination to a RLEC End User within a RLEC Remote Exchange would be subject to the provision by the RLEC of Host Transport Service. All Charter traffic that either originates or terminates to a location outside of the RLEC's Certificated Service Area shall be subject to the applicable exchange access tariff of the RLEC.***

Appendix II
(Rate Table)
DETAILED SCHEDULE OF ITEMIZED CHARGES
Page 1 of 2

A. RLEC Services, Facilities, and Arrangements:

	RLEC Service	Non-recurring	Recurring
1.	Entrance facilities, and transport, as appropriate, for Interconnection at POI	Channel mileage per mile or portion thereof: As established in John Staurulakis, Inc. FCC Tariff No. 1, Section 17.2.2 of the Wilkes Telephone & Electronic Company tariff page. Channel termination charge per channel: As established in John Staurulakis, Inc. FCC Tariff No. 1, Section 17.2.2 of the Wilkes Telephone & Electronic Company tariff page. Trunk Ordering Charge: As established in John Staurulakis, Inc. FCC Tariff No. 1, Section 17.4 of the Wilkes Telephone & Electronic Company tariff page.	
2.	Reciprocal Compensation for Local Traffic	None	None
3.	Host Transport Service For terminating Local Traffic to the RLEC's Customer from the Host Office serving the Remote Office to the Virtual POI associated with the Remote Office.	None	$0.005718

B. Charter Services, Facilities, and Arrangements:

	Charter Service	Non-recurring	Recurring
1.	Reciprocal Compensation for Local Traffic	None	None

Appendix II
(Rate Table)
DETAILED SCHEDULE OF ITEMIZED CHARGES
Page 2 of 2

C. Charges Applicable to each Party

1.	Reciprocal Compensation for Local Traffic	Bill & Keep for Both Parties
2.	Expedited Order Charge	$123.00
3.	LNP LSR charge	$30.00
4.	LNP date modification charge	$60.00
5.	Additional testing charge	$100.00 based on a minimum of one hour.
6.	Third party charges incurred for default query service	Pass-Through.