

**FILE**

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Sprint Communications Company L.P., :

Complainant, :

Case No. 08-0068-TP-CSS

v. :

The Champaign Telephone Company, :

Respondent, :

Relative to a Carrier to Carrier Complaint :

Pursuant to Section 4905.26, Revised Code.

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**COMPLAINT AND REQUEST FOR EXPEDITED RULING**

Pursuant to Section 4905.26, Revised Code and Section 4901:1-7-28 of the Ohio Administrative Code ("O.A.C."), Sprint Communications Company L.P. ("Sprint") submits this carrier-to-carrier complaint against The Champaign Telephone Company ("Champaign") seeking an Order from the Public Utilities Commission of Ohio ("Commission") determining that Champaign has violated, and directing Champaign to comply with, its obligations under Ohio law, federal law and the parties' interconnection agreement to provide local number portability ("LNP"). In support of its Complaint, Sprint alleges the following:

**OVERVIEW OF THE COMPLAINT**

1. Sprint brings this action for a determination that Champaign's improper rejection of valid LNP requests is a violation of the agreement between the parties, federal law and Ohio law.

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2. Sprint brings this action for a determination that Champaign's failure to timely process valid LNP requests within industry standard timeframes and the parties' agreed upon timeframe is a violation of the agreement between the parties, federal law and Ohio law.

3. Sprint seeks an order forthwith instructing Champaign that it must process LNP requests within industry standard timelines and process the existing backlog of such requests within five (5) days of the Commission's Order resolving this matter.

### **THE PARTIES**

4. Sprint is a wholly-owned subsidiary of Sprint Nextel Corporation and primarily provides exchange, interexchange and exchange access services to end users and third party carriers throughout the state of Ohio. Sprint is a "telecommunications carrier" under the Communications Act of 1934, as amended (the "Act") and a telephone company under Section 4905.03(A)(2), Revised Code.

5. Sprint's principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251. The Sprint representatives involved in this dispute are:

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6. Champaign is "telecommunications carrier" under the Act, and a telephone company under Section 4905.03(A)(2), Revised Code.

7. Champaign maintains an office at 126 Scioto Street, Urbana, Ohio 43078.

8. Sprint and Champaign are competitors for the provision of telecommunications services.

## **JURISDICTION**

9. The Commission has jurisdiction over this complaint pursuant to Section 4905.26, Revised Code.

10. The Commission also has jurisdiction over this complaint pursuant to Section 251 and 252 of the Act, 47 U.S.C. §§ 251 & 252.

11. Section 4901:1-7-28 of the O.A.C. permits the Commission to address Sprint's Complaint on an expedited basis as it involves Champaign precluding Sprint from providing services under the parties' interconnection agreement and involves a dispute directly affecting the ability of Sprint to provide service to customers.

## **BACKGROUND**

12. Pursuant to Section 252 of the Act, Sprint entered into an Interconnection Agreement with Champaign, which agreement was effective on January 1, 2007 (the "Interconnection Agreement" or "ICA"). A copy of the ICA is attached hereto as Exhibit A.

13. The Interconnection Agreement, at "Attachment 2 – Number Portability," Section 2.1.2, requires the parties to provide LNP "as required by such FCC Orders or industry agreed upon practices."

14. The Interconnection Agreement, at "Attachment 2 – Number Portability," Section 2.5.3, states that "[i]ndustry guidelines shall be followed regarding all aspects of porting numbers from one network to another."

15. Industry guidelines dictate that the interval between an LNP request and a firm order confirmation ("FOC") is two (2) days.<sup>1</sup> The industry standard interval between a FOC and porting is three (3) days.

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<sup>1</sup> The FCC's prescribed interval between a porting request and receipt of an FOC is actually 24 hours, but 48 hours is standard in the industry and Sprint seeks only to have Champaign comply with a 48 hours interval. "Wireline

16. To facilitate the parties' interactions and transactions under the agreement, Sprint forwarded a Trading Partner Profile ("TPP") to Champaign. Champaign partially completed the TPP and returned it to Sprint on July 25, 2007. The section of that form relevant to LNP is on the second page of the form under the section titled "LSR Requests." (As used on the TPP form, "LRS" means Local Service Request and includes LNP requests). Therein, Champaign indicated that its "Standard Interval: LSR to FOC" is "2 business days." Champaign further indicated that its "Standard Interval: LSR to Port" is "3 business days." A copy of the TPP, as filled out and returned by Champaign, is attached hereto as Exhibit B.

17. No party may decline a LNP request. The FCC's rules and orders require that LNP not be impeded by any non-porting related restriction. The Act and the FCC's rules define number portability as "the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability or convenience when switching from one telecommunications carrier to another." 47 U.S.C. § 153(30) and 47 C.F.R. § 52.21(l). The FCC has stated that "consumers must be able to change carriers while keeping their telephone number as easily as they may change carriers without taking their number with them." *In the Matter of Telephone Number Portability*, CC Docket No. 95-116, Memorandum Opinion and Order, 18 FCC Rcd 20971, 20975, ¶ 11 (2003) ("Telephone Number Portability Order"), *aff'd Cent. Tex. Tel. Coop. V. FCC*, 402 F.3d 205 (D.C. Cir. 2005). In further interpreting LNP obligations under the FCC's rules, the FCC stated: "We conclude that carriers may not impose non-porting related restriction on the porting-out process." *Id.*<sup>2</sup>

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carriers are required to complete the LSR/FOC exchange within 24 hours and complete the port within three business days thereafter." *Telephone Number Portability*, 18 FCC Rcd 23697, 23713 n.95 (2003).

<sup>2</sup> See also *In the Matter of Telephone Number requirements for IP-Enabled Service Provider, Local Number Portability Porting Interval and Validation Requirements, IP-Enabled Services, Telephone Number Portability, CTIA Petitions for Declaratory Ruling on Wireline-Wireless Porting Issues*, FCC 07-188, Report and Order, 22 FCC Rcd 19531, ¶ 43 (2007) (clarifying that earlier statements defining LNP in the context of wireless-to-wireless LNP – quoted in paragraph 17 herein – are broadly applicable).

The Commission has also made abundantly clear that carriers may not decline to port a number while customer accounts are settled: "Carriers may not refuse to complete a port while attempting to collect fees or settle an account with a customer." *Id.* at 20,976, ¶ 16.

18. The only valid reasons for rejecting LNP requests are if a customer number is disconnected or for technical reasons that prevent a port. Champaign has never indicated that any of the accounts at issue were disconnected at the time of the LNP request or that technical issues prevented a port.

19. Ohio law requires "[a]ll telephone companies must provide permanent LNP pursuant to 47 C.F.R. 52.21-52.33, as effective in paragraph (A) of rule 4901:1-7-02 of the Administrative Code." Section 4901:1-7-24, O.A.C.

20. Ohio law states: "If any public utility or railroad does , or causes to be done, any act or thing prohibited by Chapters 4901, 4903, 4905, 4907, 4909, 4921, 4923, and 4925 of the Revised Code, or declared to be unlawful, or omits to do any act or thing required by such chapters, or by order of the public utilities commission, such public utility or railroad is liable to the person, firm, or corporation injured thereby in treble the amount of damages sustained in consequence of each violation, failure, or omission." Section 4905.61, Revised Code.

21. Ohio law also states: "Every public utility shall furnish necessary and adequate service and facilities and every public utility shall furnish and provide with respect to its business such instrumentalities and facilities, as are adequate and in all respects just and reasonable. All charges made or demanded for any such service rendered, or to be rendered, shall be just, reasonable, and not more than the charges allowed by law or by order of the public utilities commission, and no unjust or unreasonable charge shall be made or demanded for, or in

connection with, any service, or in excess of that allowed by law or by order of the commission.”  
Section 4905.22, Revised Code.

22. Sprint sent correspondence to Champaign on December 17, 2007, January 3, 2008 and January 11, 2008 requesting Champaign take immediate remedial action to resolve the LNP issues described herein. No adequate response has been received, and the problems complained of herein remain unresolved. The above referenced correspondences are attached hereto in Exhibit C.

**Count I – Rejection of Local Number Porting Requests by Champaign**

23. Sprint repeats the statements made in paragraph 1 – 22 as if they were fully set forth herein.

24. As of January 9, 2008, Champaign has rejected at least ninety-eight (98) LNP requests that Sprint has sent to Champaign. See Exhibit D.

25. In response to the LNP requests, Champaign has given the following three reasons for rejecting the LNP requests: (1) “Due to customer proprietary network information policy we can not state the reason,” (2) “CPNI policy prohibits us from stating the reason for the reject,” or (3) “Customer did not return equipment.”

26. In eighty-three (83) instances Champaign has indicated that its Customer Proprietary Network Information (“CPNI”) policy prevents it from stating the reason for rejecting its customer’s request to port its number to Sprint. This is not a valid reason for rejecting an LNP request, and neither would any reason related to CPNI provide a proper justification.

27. In seven (7) instances Champaign has provided no reason whatsoever for rejecting the LNP request. This is not a valid reason for rejecting an LNP request, and neither is it appropriate for Champaign to reject an LNP request without explanation.

28. In eight (8) instances Champaign has indicated that the basis for its refusal to honor its customer's porting request is its customer's alleged failure to return equipment to Champaign. This is not a valid reason for rejecting an LNP request, and neither would any reason related to return of customer equipment provide a proper justification for rejecting an LNP request.

29. In an email from Ann Morrow of Champaign, dated December 20, 2007 (attached as Exhibit E), Ms. Morrow articulated Champaign's illegal policy as justification of Champaign's refusal to timely process Sprint's LNP requests in instances where the prospective Sprint customer has not returned equipment to Champaign: "As for the accounts that need to return equipment, these are accounts that have our TV product. Our policy HAS ALWAYS BEEN that we do not disconnect service until the equipment is returned. We will not be changing our policy to accommodate your port request." (Emphasis in original).

30. During conversations with prospective Sprint customers whose porting requests were rejected by Champaign, those customers informed Sprint's representatives that following submission of their LNP request Champaign billed them for charges allegedly incurred in the months leading up to the LNP request, but for which charges Champaign had not previously billed the customers.

31. The only valid reasons to reject a porting request are if technical problems prevent fulfillment of the porting request or if the subscriber has already been terminated. Champaign is capable of porting numbers to Sprint as established by past successful fulfillment of Sprint LNP

requests. Thus, devoid of any technical obstacle preventing fulfillment of a porting request, or the prior disconnection of the customer account, neither of which are present here, Champaign's failure to honor LNP requests is a violation of the Interconnection Agreement, federal law and Ohio law.

32. WHEREFORE, Sprint respectfully requests that the Commission determine that Champaign's actions violate the Interconnection Agreement, federal law and Ohio law, and order Champaign forthwith to honor previously rejected LNP requests and not to reject future requests for impermissible reasons.

**Count II – Delayed or no Response to Number Porting Requests**

33. Sprint repeats the statements made in paragraph 1 – 32 as if they were fully set forth herein.

34. Champaign currently averages eight days to process an LNP request from Sprint and issue a FOC, and over four days from FOC to actual port. This interval of over twelve (12) days exceeds by approximately two and a half times the interval the parties established via the TPP.

35. The industry standard time from LNP request to porting is five days. As described above, the industry standard time periods are: two (2) days between receipt of an LNP request to issuance of a FOC, and three days between FOC and porting. These industry standard timelines match the timelines entered on the TPP by Champaign. See Exhibit B.

36. Timely responses to LNP requests are essential to properly scheduling LNP service calls. Porting a telephone number requires adjustment to network infrastructure by technicians of the network to which the number is being ported. The industry standard establishes a baseline against which these service calls can reliably be scheduled. Accordingly,



missed deadlines make it difficult to properly schedule resources to complete porting requests. A significant number of technician labor hours have been lost due to premature service calls scheduled in reliance on industry standard response times.

37. Extended porting times provide an artificial incentive to consumers to remain with their current carrier. Extended porting times frustrate customers and can cause them not to follow through with their decision to port their number to another service provider due to either the inconvenience attendant to a delayed porting date or the perception of inefficiency relative to the delayed porting date. Champaign's delayed responses to LNP requests have resulted in potential Sprint customers cancelling their LNP requests.

38. Federal law, Ohio law and the Interconnection Agreement all require timely porting of numbers. Champaign's failure to timely fulfill LNP requests in accordance with industry standard guidelines or any other reasonable standard is an impermissible violation of federal law, Ohio law and is a breach of the Interconnection Agreement.

39. WHEREFORE, Sprint respectfully requests that the Commission determine that Champaign's actions violate the Interconnection Agreement, federal law and Ohio law, and order Champaign forthwith to timely comply with industry standard benchmarks when fulfilling all future LNP requests.

#### **PRAYER FOR RELIEF**

WHEREFORE, the Complainant respectfully requests that the Commission provide the following relief:

A. Accept this Complaint pursuant to Section 4905.26, Revised Code, and Section 4901:1-7-28 of the O.A.C.;

B. Schedule this matter for expedited treatment and determine that reasonable grounds exist for the complaint;

C. Find that Champaign's rejection of valid LNP requests is a violation of federal law, Ohio law and the Interconnection Agreement;

D. Find that Champaign's failure to process LNP requests in accord with industry standard timelines is a violation of federal law, Ohio law and the Interconnection Agreement;

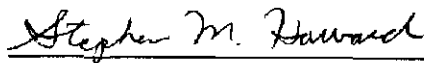
E. Require Champaign forthwith to process all previously impermissibly rejected LNP requests within five (5) days of the effective date of the Commission's Order;

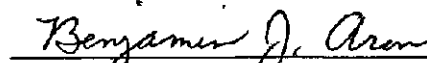
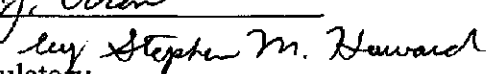
F. Require Champaign forthwith to process all future LNP requests as follows: an interval of two (2) days or less from receipt of an LNP request to issuance of a FOC, and an interval of three (3) days or less from issuance of a FOC to porting;

G. Apply all findings and conclusions to all past, present and future disputes on these issues; and

H. Provide any other relief the Commission deems appropriate.

Respectfully submitted,

  
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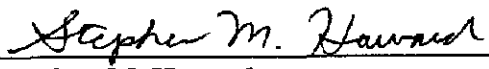
## CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Complaint and Request for Expedited Ruling was served upon the following persons by hand-delivery and email this 24th day of January, 2008.

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\_\_\_\_\_  
Stephen M. Howard

## EXHIBIT A

**AGREEMENT FOR  
INTERCONNECTION**

**between**

**Sprint Communications Company L.P.**

**and**

**The Champaign Telephone Company**

**Dated: January 1, 2007**

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## **AGREEMENT FOR INTERCONNECTION**

This Agreement for Interconnection ("Agreement") made this 1st day of January, 2007, is by and between Sprint Communications Company L.P., a Delaware limited partnership with offices at 6200 Sprint Parkway, Overland Park, KS 66251 ("Sprint") and The Champaign Telephone Company ("CHAMPAIGN"), having an office at 126 Scioto Street, Urbana, Ohio 43078. Sprint and CHAMPAIGN may also be referred to herein singularly as a "Party" or collectively as "the Parties".

### **SECTION 1. RECITALS AND PRINCIPLES**

Sprint is a certificated telecommunications carrier authorized to provide a variety of telecommunications services, including exchange and exchange access services to end user customers as well as third parties who provide services to end user customers throughout the state of Ohio; and

CHAMPAIGN is a telecommunications company authorized by the Public Utilities Commission of Ohio (the "PUCO") to provide local exchange telecommunications services in the State of Ohio; and

The Parties are entering into this Agreement to set forth their respective obligations and the terms and conditions under which they will interconnect their networks and facilities; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHAMPAIGN and Sprint hereby covenant and agree as follows:

### **SECTION 2. SCOPE OF AGREEMENT**

This Agreement is composed of general terms and conditions, which are set forth below, together with the Attachments that immediately follow the Agreement, all of which are hereby incorporated in the Agreement by this reference and constitute a part of this Agreement.

### **SECTION 3. TERM OF AGREEMENT**

This Agreement will become effective the 1<sup>st</sup> day of January 2007 and will have an initial term of one (1) year, and will automatically renew for successive one year periods, unless either Party requests renegotiation or gives notice of termination at least sixty (60) days prior to the expiration of the initial or any renewal term. In the event the Parties undertake renegotiation, and such renegotiation does not conclude prior to expiration of a term, this Agreement shall continue in full force and effect until replaced by a superseding agreement.

### **SECTION 4. DEFINITIONS**

For purposes of this Agreement, certain terms have been defined herein to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the

corresponding masculine, feminine and neuter forms. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

Terms not otherwise defined here, but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

"Access Service Request" or "ASR" means the industry guideline forms and supporting documentation used to order Access Services and/or to add, establish, change or disconnect trunks for purposes of interconnection. The ASR will be used to order trunking and facilities between CHAMPAIGN and Sprint.

"Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Affiliate" shall have the meaning set forth in the Act

"ANI" means automatic number identification.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

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

"Commission" refers to the Public Utilities Commission of Ohio.

"CPN" means Calling Party Number.

"Customer" – a recipient of telecommunications services.

"Day" means calendar days unless otherwise specified.

"Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"End Office Switches" which are used to terminate End User station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches.

"End User" is the ultimate customer; the one to whom a Party directly or indirectly provides or has agreed to provide a specific service or set of services. "End Users" do not include wholesale or resale providers of services.

"Exchange Access" has the meaning set forth in the Act.

"Exchange Message Record" or "EMR" is the standard used for exchange of Telecommunications message information between Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

"FCC" means the Federal Communications Commission.

"FOC" is a Firm Order Confirmation and means the notice CHAMPAIGN provides to Sprint to confirm that the Sprint local service request (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by CHAMPAIGN for the Provisioning of the service requested.

"Internet Service Provider (ISP) Bound Traffic" shall have the same meaning as used in Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98; Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151, (rel. April 27, 2001) (the "FCC ISP Remand Order").

"IntraLATA Toll Traffic" means End User calls that, regardless of the technology used, are either originated within the perimeter of the CHAMPAIGN local calling and terminated outside the CHAMPAIGN local calling area within the Dayton LATA or originated outside the CHAMPAIGN local calling area, within the Dayton LATA, and terminated by CHAMPAIGN.

"Local Access Transport Area" or "LATA" has the meaning set forth in the Act.

"Local Calls" or "Local Traffic" has the meaning determined by the PUCO, except that any revision of CHAMPAIGN local calling area to reflect EAS shall be limited to include only EAS that is mandatory and flat-rate. "Local Calls" and "Local Traffic" do not include commercial mobile radio service ("CMRS") traffic.

"Local Exchange Carrier" or "LEC" has the meaning set forth in the Act.

"Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and interexchange carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

"Local Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the CHAMPAIGN's local calling area as determined by the Commission.

"Local Number Portability" or "LNP" is defined by the FCC as the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Location Portability" shall have the meaning set forth in 47 CFR 52.21.

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the switch serving the dialed telephone number. Based on the Location Routing Number, the querying carrier then routes the call to the switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Meet Point" is a point of interconnection between two networks, designated by two Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code) followed by a 3-digit NXX code and 4-digit line number.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "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" (SAC Code), is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three digit switch entity code that is defined by the D, E and F digits of a 10 digit telephone number within the NANP.

"Proprietary Information" has the same meaning as Confidential Information as defined within this Agreement.

"PUCO" refers to the Public Utilities Commission of Ohio.

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User traffic to/from the particular NPA-NXX designations with the specific Rate Center; and 2) the corresponding geographic area which is associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Telephone Exchange Services.

"Selective Router" means the equipment necessary for selective routing.

"Service Portability" shall have the meaning set forth in 47 CFR 52.21.

"Service Provider Portability" shall have the meaning set forth in 47 CFR 52.21.

"Telecommunications Carriers" has the meaning set forth in the Act.

"Telecommunications Services" has the meaning set forth in the Act.

"Telephone Exchange Service" has the meaning set forth in the Act.

## **SECTION 5. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION**

5.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding subscriber carrier selection changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under the Agreement requiring a LEC change to itself. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party requiring a LEC change to the Party providing the representation authorization. The representation of authorization shall be provided once prior to the issuance of any orders by the Party seeking to implement an End User's request to change service to itself and such representation of authorization shall constitute a blanket representation of authorization for all such orders subsequently submitted. Submission of an order to change service shall constitute the ordering Party's representation that it has complied with applicable regulations regarding subscriber carrier selection changes where the End User has requested that Party to be his or her service provider. Each Party shall retain on file all applicable letters and other documentation, of authorization, including 3<sup>rd</sup> party verification tapes relating to its End User's selection of such Party as its LEC consistent with FCC Carrier Selection Change Requirements. Upon a complaint by an End User that its LEC was changed without authorization, the Party that requested the change shall provide documentation of the End User authorization to the other Party.

5.2 Where either Party has a contract with a third party providing service to End User customers, such Party may submit requests for Customer Service Records, local number portability orders, local service requests and may take any other action on behalf of that third party that is necessary to ensure that an End User's request to switch service providers is implemented in a timely and efficient manner, consistent with FCC Carrier Selection Change Requirements. Submission of requests for Customer Service Records, local number portability orders and local service requests that are made on behalf of a third party service provider shall constitute representation by the submitting Party that it is fully authorized by the third party to make such requests and place such orders on behalf of the third party service provider. The third party service provider will be responsible for compliance with federal and or state carrier subscriber change requirements.

5.3 Only an End User can initiate a challenge to a change in its LEC.

5.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in Local Exchange Service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the Public Utilities Commission of Ohio.

5.5 On a pre-order basis, each Party will provide the other Party with Customer Record Information (CSR) including the customer's name and address, E911 service address, directory listing information, telephone number, features, circuit ID, and any other information required to migrate the End User. Each Party agrees to only request CSR upon End User authorization. The information will be provided by electronic means, (e.g., EDI, GUI, facsimile, or email) within the next business day of the request. Each Party will provide the CSR at parity to the way in which retail customer record information is provided to its retail representatives.

## **SECTION 6. CHARGES AND PAYMENTS**

6.1 In consideration of the Services provided pursuant to this Agreement that are not tariffed services, Sprint shall pay in immediately available funds the charges set forth in the Pricing Attachment. To the extent that Sprint purchases tariffed services this Agreement shall not apply. Invoices with charges set forth in this Agreement shall be sent to:

To CHAMPAIGN:                      The Champaign Telephone Company  
   Attn: Accounts Payable  
   126 Scioto Street  
   Urbana, Ohio 43078

To Sprint

Sprint Communications  
Mailstop: KSOPHL0410  
6500 Sprint Parkway  
Overland Park, KS 66251

6.2 A monthly billing statement for services rendered under this Agreement shall be prepared by both Parties and will reflect the calculation of reciprocal compensation due each Party. Payments for all bills will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the first business day following the Saturday, Sunday or Legal Holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

6.3 Parties will compensate each other on verifiable records of actual usage.

6.4 CHAMPAIGN will send Sprint a late notice giving Sprint 15 days to respond if the undisputed portion of the billing statement is 30 days late. If Sprint has not responded within 15 days CHAMPAIGN will send a second late notice to Sprint giving 10 days to respond. If the undisputed portion of a billing statement is not paid within sixty (60) days after the bill date, and CHAMPAIGN has sent Sprint both late notices, CHAMPAIGN will suspend processing new orders and cancel any pending orders. If the account remains delinquent ninety (90) days after the bill date, CHAMPAIGN will terminate all services under this Agreement.

6.5 Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

6.5.1 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 "Billed Party") shall within one hundred eighty (180) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party.

6.5.2 In the event that a billing dispute is resolved in favor of the Billed Party and the Billed Party paid the disputed amounts, the Billing Party shall be liable to the Billed Party for interest on the overpayment at a rate equal to the late payment penalty described in Section 6.5.4 herein.

6.5.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in Section 6.5.4 herein.

6.5.4 Undisputed amounts shall be paid when due as set forth in Section 6.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

6.5.5 Billing disputes shall not exceed two years and either Party may back bill up to one year. Both Parties shall use the Dispute Resolutions procedures as described herein.

6.6 Each bill shall be formatted in accordance with CABS Billing Output Standards (CABS BOS) or SECAB, as appropriate and shall set forth with particularity the charges provided and billed to the other Party. Bills shall be rendered monthly. Each Party shall bill the other at the rates set forth herein.

## **SECTION 7. INDEMNIFICATION**

7.1 Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

7.2 The Indemnified Party will (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

7.3 The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

## **SECTION 8. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY



DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

#### **SECTION 9. LIMITATION OF LIABILITY**

No Consequential Damages - Neither Sprint nor CHAMPAIGN shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and Affiliates, and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this Section shall limit CHAMPAIGN's or Sprint's liability to the other for (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by CHAMPAIGN's or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this Section limit the Parties' indemnification obligations, as specified in Section 7 herein. For purposes of this Section, amounts due and owing to either Party shall not be considered to be indirect, incidental, consequential, reliance, or special damages.

#### **SECTION 10. CONFIDENTIAL INFORMATION**

10.1 The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC and similar information ("Confidential Information"). Confidential Information includes (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure or by written notice within ten (10) days of disclosure; (iii) information derived from a Party's use of the Recipient's network; and (iv) any other information that could reasonably be expected to cause competitive harm to the Disclosing Party if disclosed to a third party or used for any purpose other than to provide service as specified in this Agreement. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

10.2 Recipient shall have no obligation to safeguard Confidential Information (i) that was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on its Disclosing Party, or (iv)

after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed

10.3 Each Party agrees that Disclosing Party could be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

## **SECTION 11. DISPUTE RESOLUTION**

11.1 Notice of Disputes - General Terms & Conditions. Notice of a valid dispute, whether billing or contractual in nature, must be in writing specifically documenting the total dollar amount of the dispute and provide a detailed description of the underlying dispute (the "Dispute Notice").

11.1.1 Billing Disputes. A Party must submit reasonable and valid billing disputes to the other Party within two years from the due date. The Parties will endeavor to resolve all Billing Disputes within ninety (90) days from the receipt of the Dispute Notice. Examples of reasonable and valid billing disputes ("Billing Dispute") include, but are not limited to:

- 11.1.1.1 incorrect rate applied;
- 11.1.1.2 error in quantity (i.e. minutes or quantity of circuits or quantity of (billable elements incorrect);
- 11.1.1.3 service did/does not exist;
- 11.1.1.4 invalid factors;
- 11.1.1.5 incorrect customer being billed;
- 11.1.1.6 invalid purchase order number (PON);
- 11.1.1.7 untimely billing.

11.1.2 The Parties agree that those portions of bills that are not disputed shall be paid when due, that interest applies to all overdue invoices as set forth in Section 6.5.4 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in Section 6.5.4 of this Agreement.

## 11.2 Alternative to Litigation

11.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUCO related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

11.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and will in the Dispute Notice invoke the informal dispute resolution process described in Section 11.3, except as otherwise provided in Section 11.2.1. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

## 11.3 Informal Resolution of Disputes.

In the case of any dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters to meet and negotiate in good faith to resolve any 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, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both 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 in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

## 11.4 Formal Dispute Resolution

11.4.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to the PUCO or a court of competent jurisdiction, for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUCO under Applicable Law.

11.4.2 Each Party shall bear its own costs of these procedures unless the dispute resolving authority, rules otherwise.

11.5 Conflicts. The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the PUCO with regard to procedures for the resolution of disputes arising out of this Agreement and do not

preclude a Party from seeking relief under applicable rules or procedures of the PUCO or FCC as may be applicable.

#### **SECTION 12. FORCE MAJEURE**

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations.

#### **SECTION 13. INDEPENDENT CONTRACTORS**

Each Party is an independent contractor. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

#### **SECTION 14. NOTICES**

The addresses to which notices may be given by either Party may be changed upon written notice given to the other Party pursuant to this Section.

All notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person, or overnight courier, or deposited in the United States mail, postage prepaid, and addressed as follows:

To  
CHAMPAIGN: The Champaign  
Telephone Company  
Attn: Director of Finance  
126 Scioto Street  
Urbana, Ohio 43078

To Sprint:

Sprint Legal/Telecom  
Management Privacy  
Group  
P. Box 7966  
Overland Park, KS  
66207-0966

And

Sprint  
ICA Solutions  
Mailstop:KSOPHA0310  
6330 Sprint Parkway  
Overland Park, KS 66251

Any billing notices to  
Sprint should be sent to:  
Sprint Communications  
Mailstop: KSOPHL0402  
6500 Sprint Parkway  
Overland Park, KS 66251

#### **SECTION 15. REMEDIES**

Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law.

#### **SECTION 16. SEVERABILITY**

If any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of the Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

#### **SECTION 17. SUCCESSORS AND ASSIGNS**

Any assignment or delegation by either Party to any non-Affiliate of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide sixty (60) calendar days' prior written notice to the other Party.

#### **SECTION 18. ENTIRE AGREEMENT**

This Agreement, including all Attachments hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

#### **SECTION 19. REGULATORY APPROVAL**

The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act. If any governmental authority or agency rejects any provision of this Agreement, the Parties will negotiate promptly and in good faith, the revisions that may reasonably be required to achieve approval.

#### **SECTION 20. CONTROLLING LAW**

20.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of Ohio, including but not limited to the Act, the rules, regulations and orders of the FCC and the PUCO, and any orders and decisions of a court of competent jurisdiction ("Applicable Law"). All disputes relating to this Agreement shall be resolved through the application of such laws.

20.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

20.3 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or the acts or failures to act of any governmental entity or official to the extent such acts or failures to act were not caused or solicited by either Party and/or comply with Applicable Law.

20.4 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

20.5 If any final and unstayed legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any

material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law, unless such action excuses either Party from the obligations to perform under this Agreement, in which case this Agreement shall be terminated upon ten (10) days written notice to the other Party.

#### **SECTION 21. INTERVENING LAW**

This Agreement is entered into as a result of negotiations between the Parties. If the actions of the State of Ohio or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis or rationale for a provision of the Agreement, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the execution of an amendment incorporating such action in to this Agreement following a written request of either Party to do so. In the event of any such actions, the Parties shall expend diligent efforts to arrive at an amendment respecting the appropriate modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for herein.

#### **SECTION 22. NON-WAIVER**

No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

#### **SECTION 23. DEFAULT**

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth herein.

#### **SECTION 24. SURVIVAL**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (or to be performed after) shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Indemnification,

Confidential Information, Limitation of Liability, and any liability or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement.

#### **SECTION 25. NO RIGHTS TO THIRD PARTIES**

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third party beneficiary rights hereunder. This Agreement will not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

#### **SECTION 26. HEADINGS**

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

#### **SECTION 27. AMENDMENTS AND MODIFICATIONS**

27.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

27.2 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.

#### **SECTION 28. AUDITS**

Each Party agrees to maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement. Each Party may request an audit of usage data for traffic subject to this Agreement on no fewer than thirty (30) business days written notice.

Audits may only be requested once in each contract year. "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

Any audits must be performed by an independent auditor mutually agreed upon by the Parties and at the sole expense of the Party requesting the audit. Each Party shall bear its own expenses in connection with the conduct of the audit.

No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. The Party being audited may redact from its books, records and other documents provided to the auditor any confidential information that reveals the identity of other Customers of the Party being audited.



**SECTION 29. EXECUTION IN DUPLICATE**

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument

Sprint and CHAMPAIGN hereby authorize and execute this Agreement.

The Parties have caused this Agreement for Interconnection to be executed on their behalf on the dates set forth below.

**The Champaign Telephone Company**

By: Michael Conrad  
Typed: Michael Conrad  
Title: President, General Manager  
Date: 1/2/07

**Sprint Communications Company L.P.**

By: Gary Lindsey by Lisa Williams  
Typed: Gary Lindsey  
Title: Director Access Solutions  
Date: 12/21/06

Sprint

**Gary Lindsey**  
**Director**  
**Access Solutions**  
**(913)762-4129**

**TO: Virgil Stites**

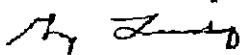
**DATE: December 21, 2006**

**RE: Delegation of Authority**

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I will be out of the office December 21 and 22. Lisa Williams will have signature authority for me in my absence.

**DELEGATED FROM:**



---

**Gary Lindsey**

**Access Solutions**

**DELEGATED TO:**



---

**Lisa Williams**

**Access Solutions**

**ATTACHMENT 1**

**INTERCONNECTION**

## **ATTACHMENT 1 — INTERCONNECTION**

This Attachment sets forth the terms and conditions for interconnection between the Parties' networks. For the purposes of this Attachment, "Facilities" are the conduits by which traffic is carried between the Parties' networks. "Trunking" requirements are the capacity needs related to the number of ports in a switch to support the amount of traffic being handed off between the Parties' networks.

### **SECTION 1. NETWORK INTERCONNECTION METHODS**

1.1 The Parties will provision one-way interconnection facilities for the delivery of Local Traffic and IntraLATA Toll Traffic to the meet point. Sprint will not use the one-way interconnection facilities for the delivery of CMRS traffic unless and until agreed to by CHAMPAIGN. The interconnection must be at least equal in quality to that provided by CHAMPAIGN to itself or to any subsidiary, Affiliate, or any third party to which CHAMPAIGN provides interconnection. CHAMPAIGN shall provide interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act. Two-way interconnection facilities can be established upon mutual agreement.

1.2 The Parties shall provide interconnection at any technically feasible point, by any technically feasible means, including, but not limited to, a fiber meet. Champaign will provide interconnection to Sprint at its current meet point, which is the boundary of Clark and Champaign counties V6031.215, H2681.481, or at any other mutually agreed-upon technically feasible location.

1.3 If Sprint determines to establish new or change existing interconnection arrangements with CHAMPAIGN, it will provide written notice of the need to establish or change such interconnection to CHAMPAIGN. Upon receipt of Sprint's notice to interconnect, the Parties shall within thirty (30) days or other mutually agreed to timeframe schedule a meeting to negotiate and mutually agree on the network architecture (including trunking). The interconnection activation date will be mutually agreed upon and will begin based on a reasonable schedule established at these meetings.

1.4 Sprint and CHAMPAIGN agree to trunk their networks through existing and/or new interconnection facilities between Sprint switch(es) and CHAMPAIGN end office(s).

1.5 Each Party is financially responsible for delivery of its traffic to the meet point.

### **SECTION 2. PHYSICAL ARCHITECTURE**

2.1 The Parties will provision local interconnection trunks (those trunks that carry Local Traffic and IntraLATA Toll Traffic) that terminate at CHAMPAIGN's host switch(es) and Sprint's switch via either DS1 or DS3 facilities at the meet point.

2.2 The provision of DS1 or DS3 facilities as described in paragraph 2.1 above does not constitute collocation, either physical or virtual. Sprint shall not be entitled to access

CHAMPAIGN central offices or other network locations or to place equipment or facilities on CHAMPAIGN premises.

2.3 The facilities described in paragraph 2.1 above may only be used for Local Traffic and IntraLATA Toll Traffic between the Parties. The facilities may not be used for access to unbundled network elements (UNEs) without a bona fide request for such access, application for collocation (either physical or virtual) and modification of this Agreement.

2.4 Each Party will be responsible for the sizing, operation, testing and maintenance of the facilities it owns. Both Parties will test the circuits to ensure end-to-end call delivery before the circuits are used for traffic to End Users.

2.5 Sprint and CHAMPAIGN shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

### **SECTION 3. LEASING OF FACILITIES**

3.1 The purpose of this Section is to cover both Sprint's and CHAMPAIGN's terms and conditions and pricing when facilities are leased from each other for purposes of interconnection. CHAMPAIGN offers leased facilities from the applicable access tariff.

3.2 The Parties' leasing of facilities from each other for purposes of this Attachment will be subject to mutual agreement of the Parties.

3.3 Leasing of facilities from either Party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

### **SECTION 4. SIZING AND STRUCTURE OF INTERCONNECTION FACILITIES**

4.1 The Parties shall work cooperatively to install and maintain efficient and reliable interconnection arrangements.

4.2 The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will mutually agree to determine the appropriate sizing for facilities based on these standards.

4.3 The Parties shall work cooperatively to ensure the adequacy of interconnection facilities. The Parties shall begin discussions to plan facility relief when the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

## **SECTION 5. INTERCONNECTION TRUNKING ARRANGEMENTS**

### **5.1 General**

5.1.1 The Parties will establish one-way trunk groups where technically feasible, to exchange Local Traffic and IntraLATA Toll Traffic. When and where technically feasible and when the traffic can be measured, the Parties will agree to establish two way trunk groups, to exchange Local and IntraLATA Toll Traffic.

5.1.1.1 The Parties agree to compensate each other for IntraLATA Toll Traffic pursuant to their applicable access tariffs.

5.1.3 Unless otherwise agreed to, each Party shall deliver all Local Calls and IntraLATA Toll Traffic destined to terminate at either Party's switch in accordance with accurate information represented in the LERG.

5.1.4 N11 codes (e.g., 311, 411, 611, & 911) will not be sent between Sprint's and CHAMPAIGN's network over local interconnection trunk groups.

5.1.5 Subject to the tandem owner's authorization and only in overflow situations, each Party shall be responsible for any tandem switching and transport charges associated with its originated Local Traffic delivered to the tandem owner for completion to the other Party.

5.1.6 All Local Calls and IntraLATA Toll Traffic received by Champaign from Sprint on the local interconnection trunks must terminate to a Champaign End User. Neither Party will perform tandem switching or provide a transit service to a third party carrier.

5.1.7 In the case of host-remote end offices, the establishment of trunking arrangements to the Champaign host end office will provide connectivity to the Champaign remote end office. No additional arrangements will be necessary for the delivery of Sprint originated traffic to the remote end office.

### **5.2 Technical Interfaces**

5.2.1 When interconnecting switches, the Parties will use B8ZS ESF trunks where available for all Local Calls between their networks.

5.2.2 The Parties agree to provide trunking electrical handoffs of DS1 or DS3 where technically feasible. CHAMPAIGN will provide any multiplexing, where available, required for DS1 facilities or trunking at their end and Sprint will provide any DS1 multiplexing required for facilities or trunking at their end.

## **SECTION 6. SIGNALING**

6.1 Unless otherwise indicated in this Agreement or agreed upon by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394,

including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly or through a third party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers these features and functions to its own End Users. All CCS signaling parameters will be provided, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. All privacy indicators will be honored.

6.2 Where available, the Parties will provide network signaling information such as Carrier Identification Codes ("CIC") (CCS Platform) and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to CIC/OZZ codes.

## **SECTION 7. FORECASTING**

7.1 Sprint agrees to provide an initial non-binding trunk forecast for establishing the initial interconnection trunks. Subsequent forecasts shall be provided by each Party on a semi-annual basis, not later than January 1 and July 1. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Attachment for a minimum of two (2) years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG).

7.2 CHAMPAIGN shall accommodate all orders for trunks within forecast. Orders for trunks that exceed forecasted quantities for forecasted locations by more than 24 additional DS-0 trunks for each local interconnection trunk group will be accommodated as facilities or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

7.3 If forecast quantities are in dispute by more than 24 additional DS-0 trunks for each local interconnection trunk group, the Parties shall meet to reconcile the forecast to within 24 DS-0 trunks.

7.4 The semi-annual forecasts shall include:

7.4.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem local interconnection trunks and end office local interconnection trunks, for a minimum of two (2) (current and plus 1) years; and

7.4.2 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, orders greater than one (1) DS1 or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

7.5 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.

7.6 Sprint and CHAMPAIGN will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Attachment.

#### **SECTION 8. TRUNK DESIGN BLOCKING CRITERIA**

Trunk requirements for forecasting and servicing shall be based on design blocking objectives of one percent (1%). Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

#### **SECTION 9. TRUNK SERVICING**

9.1 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in this Attachment using Design Blocking Objectives stated above.

9.2 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent for a twenty (20) business day average load. The Parties agree that twenty (20) business days is the average load duration objective. However, an average load on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

9.3 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using Access Service Requests, trunk orders, or other mutually acceptable means (collectively referred to hereafter as "ASRs"). Sprint will issue ASRs for one way trunk groups for traffic that originates in Sprint and terminates to CHAMPAIGN. CHAMPAIGN will issue ASRs for one way trunk groups for traffic that originates in CHAMPAIGN and terminates to Sprint. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

9.4 Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface.

9.5 In a Blocking Situation:

In a blocking final situation, a TGSR will be issued to CHAMPAIGN when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR or sooner as agreed to by the Parties, and upon review and in response to the TGSR received. Sprint will note "Service Affecting" on the ASR.

9.6 In an Under Utilization Situation:



9.6.1 Those situations where more capacity exists than actual usage requires will be handled in the following manner:

9.6.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for six (6) consecutive months, either Party may issue an order to resize the trunk group, which must be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

9.6.1.2 Either Party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days.

9.6.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the ten (10) business days. The Parties will meet to resolve and mutually agree to the handling of the TGSR.

9.6.1.4 If the sending Party does not receive an ASR, or if the receiving Party does not respond to the TGSR by scheduling a joint discussion within the ten (10) business day period, the sending Party will attempt to contact the receiving Party to schedule a joint planning discussion. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

9.7 In all cases except a blocking or under utilization situation, either Party upon receipt and review of a TGSR will issue an ASR to the other Party:

9.7.1 Within ten (10) business days after receipt of the TGSR.

9.7.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for CHAMPAIGN switched access service.

9.7.3 Due dates for the installation of local interconnection trunks covered by this Attachment shall be based on the CHAMPAIGN intrastate switched access intervals. If either Party is unable to or not ready to perform acceptance tests, or is unable to accept the local interconnection service arrangement trunk(s) by the due date, Sprint will respond with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If either Party requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the issuing Party. Should the issuing Party fail to cancel such ASR, the other Party shall treat that ASR as though it had been canceled and assess cancellation charges pursuant to that Party's intrastate access tariff.

## **SECTION 10. PROVISIONING**

10.1 Either Party may send an ASR to the other Party to trigger changes to interconnection trunk groups based on capacity assessment.

10.2 Orders that comprise a major project must be submitted at the same time, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders, greater than one (1) DSI or related activities between and among CHAMPAIGN and Sprint work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

10.3 The Parties shall cooperate with each other to test all trunks prior to turn up.

10.4 Due dates and intervals used for the provisioning process will be the same as those used for the Parties' switched access service, but in any event no later than thirty (30) days. The Parties shall notify each other if there is any change affecting the service requested, including, but not limited to, the due date.

10.5 The Parties shall share responsibility for all control office functions for local interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

10.6 Sprint and CHAMPAIGN shall notify each other when there is any change affecting the service requested, including the due date.

#### **SECTION 11. MAINTENANCE TESTING AND REPAIR**

11.1 Sprint and CHAMPAIGN shall work cooperatively to:

11.1.1 Install and maintain a reliable network. Sprint and CHAMPAIGN shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

11.1.2 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 order, meet industry standard acceptance test requirements, and are placed in service by the due date. Sprint will be initiator of the joint activities.

11.1.3 Perform trouble sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to the other Party.

11.1.4 Advise each other's control office if there is an equipment failure that will affect the interconnection trunks.

11.1.5 Provide each other with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day/seven (7) days a week.

#### **SECTION 12 NATURE OF TRAFFIC TO BE EXCHANGED**

12.1 This Agreement applies solely to the exchange of Local Traffic and IntraLATA Toll Traffic that is either a) originated by an End User of Sprint and terminated by an End User of CHAMPAIGN, or b) originated by an End User of CHAMPAIGN and terminated by an End User of Sprint.

12.2 The Parties agree that neither Party shall route any traffic other than that described in Section 12.1 over the interconnection facilities established pursuant to this Agreement. The Parties further agree that neither Party shall be obligated to transport or terminate traffic received via such interconnection facilities other than traffic described in Section 12.1.

12.3 The Parties agree that all Local Traffic and IntraLATA Toll Traffic exchanged pursuant to this Agreement constitutes Telecommunications Service, and that provision of such Telecommunications Service is subject to all federal and Ohio laws, rules and regulations applicable thereto. All traffic, including ISP bound traffic, shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local calls pursuant to this Agreement.

12.4 The Parties disagree on the regulatory treatment of VoIP/IP-Enabled services. The Parties will incorporate FCC rulings and orders governing compensation for VoIP/IP-Enabled services into the Agreement once effective. Until such time, VoIP/IP-Enabled traffic will be treated similarly to non-ISP bound traffic covered by this Agreement.

12.5 Each Party shall ensure that CPN will be passed with all calls except where not technically feasible, including those transmitted using Internet Protocol technology. Each Party warrants that the CPN reflects the actual rate center of the End User who originated the call, that it has not been changed or altered, and that such number is the CPN and not the billing number, where CPN and billing number are different. Each Party shall have the right to verify the accuracy of the CPN and, if the Party finds that the CPN has been altered, the Party may exercise all remedies available at law.

12.6 Calls from End Users with a telephone number assigned to a rate center outside the CHAMPAIGN's local calling area, as revised to include mandatory flat-rate EAS, shall be considered IntraLATA Toll Traffic and compensated for pursuant to CHAMPAIGN's access tariff and not be considered Local Traffic subject to reciprocal compensation.

### **SECTION 13 NETWORK MANAGEMENT**

13.1 Protective Controls. Either Party may use protective network traffic management controls such as 3, 7, 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. Sprint and CHAMPAIGN shall immediately notify each other of any protective control action planned or executed.

11.2 Expansive Controls. Where the capability exists, originating or terminating traffic re-routes may be implemented by either Party to temporarily relieve network congestion due to

facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

**SECTION 14 SWITCH LOCATION**

CHAMPAIGN Switch

Location

(CLLI Code)

Champaign

URBNOHXA65C (CTC)

Sprint Switch Location

(CLLI Code)

CNCNOHFBDS0

RATE CENTER

Urbana

**ATTACHMENT 2**

**NUMBER PORTABILITY**

## **ATTACHMENT 2 — NUMBER PORTABILITY**

### **SECTION 1. INTRODUCTION**

This Attachment sets forth terms and conditions for Number Portability mutually provided by CHAMPAIGN and Sprint.

### **SECTION 2. PERMANENT NUMBER PORTABILITY (PNP)**

#### **2.1 General Terms and Conditions**

2.1.1 CHAMPAIGN will provide Service Provider Portability to Sprint upon request.

2.1.2 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the Parties agree to provide PNP via LRN to each other as required by such FCC Orders or industry agreed upon practices.

2.1.3 CHAMPAIGN shall provide PNP to Sprint in accordance with applicable laws and regulations, including, but not limited to, porting numbers to Sprint's switches for Sprint's End Users or for End Users of Sprint's third party Customers.

#### **2.2 The Parties shall:**

2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

#### **2.3 Obligations of CHAMPAIGN**

2.3.1 CHAMPAIGN has deployed LRN in all of its switches.

2.3.2 CHAMPAIGN shall cancel any line-based calling cards associated with telephone numbers ported from their switch.

#### **2.4 Obligations of Sprint**

2.4.1 Sprint is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.4.2 Before any numbers are ported, the Parties agree to intercompany testing of PNP. SPRINT shall be certified by the Regional NPAC prior to scheduling such testing.

2.4.3 SPRINT shall adhere to CHAMPAIGN's Local Service Request (LSR) format and PNP due date intervals.

## 2.5 Obligations of Both Parties

2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. The Party releasing the number will do so promptly upon termination of the period for referral of calls, if any. A disconnected ported telephone number can be aged by the Carrier within limits consistent with the Industry Numbering Committee (INC) Guidelines of 90 days for residential numbers and 360 days for business numbers.

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

2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Team for porting.

2.5.6 Each Party shall abide by NANC provisioning and implementation processes.

2.5.7 Each Party shall become responsible for their End User's E911, directory listings, operator services, Line Information Database (LIDB), directory assistance and Caller Name and Number (CNAM) when they port the End User's telephone number to their switch.

2.5.8 Each Party shall adhere to the reserved number terms and conditions pursuant to NANC guidelines.

2.5.9 The Porting Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.

2.5.10 When either Party makes a switch LNP capable, all applicable NXXs in that switch will be shown as portable in the LERG.

## 2.6 Limitations of Service

2.6.1 CHAMPAIGN will not provide Location Portability or Service Portability.

2.6.2 The Parties do not offer PNP in conjunction with Service Codes (e.g. 411, 611, 911, etc.) or Service Access Codes (e.g. 500, 700, 800, 900, etc.) or codes assigned to each Party for their own use (e.g. numbers assigned for the Party's official service, etc.).

2.6.3 For PNP service, Sprint shall submit a separate directory service order for the listing of Sprint's End User in the white page directory of CHAMPAIGN.

## **2.7 Service Descriptions**

2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 Each Party shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

## **SECTION 3. QUERY SERVICE**

3.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

## **SECTION 4. PROVISION OF PNP BY SPRINT TO CHAMPAIGN**

Sprint shall provide PNP to CHAMPAIGN under no less favorable terms and conditions as when CHAMPAIGN provides such services to Sprint.



**ATTACHMENT 3**

**ANCILLARY SERVICES**

### **ATTACHMENT 3 — ANCILLARY SERVICES**

#### **SECTION 1. REFERRAL ANNOUNCEMENTS.**

1.1 When an End User changes its service provider and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish upon End User request a referral announcement ("Referral Announcement") on the original telephone number that specifies the End User's new telephone number.

1.2 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code. However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

#### **SECTION 2. CUSTOMER INQUIRIES.**

2.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at telephone numbers to be provided by the Parties.

2.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

2.2.1 Provide the telephone number specified by the other Party to callers who inquire about the other Party's services or products; and

2.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

2.3 Except as otherwise provided in this Agreement, Sprint shall be the primary point of contact for Sprint's Customers with respect to the services Sprint provides such Customers.

2.4 Each Party acknowledges that the other Party may, upon End User request, provide services directly to such End User including any services similar to those offered to each Party under this Agreement.

#### **SECTION 3. WHITE PAGE DIRECTORY.**

This Attachment sets forth terms and conditions that shall apply to Sprint's End User listings in white page directories provided by CHAMPAIGN.

3.1 Service Provided:

3.1.1 CHAMPAIGN publishes alphabetical white pages directories for its geographic local service areas. Sprint provides local exchange telephone service in the same area(s) and wishes to include listing information for its End Users in the appropriate CHAMPAIGN white pages directories.

3.1.2 Sprint also desires distribution to its End Users of the white pages directories that include listings of its End Users.

3.1.3 CHAMPAIGN will make available to Sprint, for Sprint End Users, non-discriminatory access to white pages directory listings.

3.1.4 Subject to CHAMPAIGN's practices, as well as the rules and regulations applicable to the provision of white pages directories, CHAMPAIGN will include in appropriate white pages directories the primary alphabetical listings of all Sprint End Users located within the local directory scope. The rules, regulations and CHAMPAIGN practices are subject to change from time to time. When Sprint provides its subscriber listing information to CHAMPAIGN listings database, Sprint will receive for its End User, one primary listing in CHAMPAIGN white pages directory at the Charges shown in the Pricing Attachment.

3.1.5 Sprint shall furnish to CHAMPAIGN, in a form acceptable to both Parties, subscriber listing information pertaining to Sprint End Users located within the local directory scope, along with such additional information as CHAMPAIGN may require to prepare and print the alphabetical listings of said directory.

3.1.6 Sprint will provide accurate subscriber listing information of its subscribers to CHAMPAIGN via a mechanical or manual feed of the directory listing information to CHAMPAIGN's directory listing database. Sprint's subscriber listings will be interfiled (interspersed) in the directory among CHAMPAIGN's subscriber listing information. Sprint will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an Sprint End User. Sprint must submit all listing information intended for publication by the directory close date.

3.1.7 Upon Sprint request, sixty (60) calendar days prior to the directory close date for particular directory, CHAMPAIGN shall make available to Sprint forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. Sprint shall review this listing information and shall submit to CHAMPAIGN any necessary additions, deletions or modifications prior to the directory close date. Such schedules and delivery dates are subject to the directory publisher's schedule.

## 3.2 Directories

3.2.1 Each Sprint subscriber will receive one copy per primary End User listing, as provided by Sprint, of CHAMPAIGN's white pages directory in the same manner and at the same time that they are delivered to CHAMPAIGN's subscribers during the annual delivery of newly published directories. Charges for directory delivery shall be as shown in the Pricing Attachment.

3.2.2 CHAMPAIGN has no obligation to provide any additional white page directories above the directories provided to Sprint End Users after each annual distribution of newly published white pages.

3.2.3 CHAMPAIGN shall not be required to deliver a directory to an Sprint End User until new white page directories are published for that End User's location.

3.2.4 Sprint may arrange for additional directory distribution and other services with CHAMPAIGN's directory publisher pursuant to terms and conditions agreed to by the directory publisher and Sprint.

3.3 CHAMPAIGN shall direct its directory publisher to offer Sprint the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where Sprint is certified to provide local service), information provided by Sprint for Sprint's installation, repair, customer service, local sales office information, and payment address. Such information shall appear in the same manner as such information appears for CHAMPAIGN and other LECs. CHAMPAIGN's directory publisher will include such Sprint information in the "Information Pages" pursuant to terms and conditions agreed to by the directory publisher and Sprint and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to CHAMPAIGN. CHAMPAIGN reserves exclusive rights to all other sections of its directory, including the front and back covers, inside and out.

#### 3.4 Pricing.

CHAMPAIGN will deliver one copy per primary End User listing of CHAMPAIGN's white pages, as described in Section 3.2 above, at the Charges shown in the Pricing Attachment. CHAMPAIGN has no obligation to warehouse white pages directories for Sprint or provide white pages directories to Sprint's End Users subsequent to the annual distribution of newly published directories. The rates, if any, for CHAMPAIGN white page directories will be in accordance with a separate directory services agreement with CHAMPAIGN's directory publisher.

#### 3.5 Directory Errors and Omissions.

Sprint hereby releases CHAMPAIGN from any and all liability for damages due to errors or omissions in Sprint's subscriber listing information as provided to CHAMPAIGN and/or Sprint's subscriber listing information as it appears in the directory, including, but not limited to special, indirect, consequential, punitive or incidental damages. CHAMPAIGN will not be a party to controversies arising between Sprint's End Users and others as a result of listings published in the directory.

### **SECTION 4. OPERATOR SERVICES/DIRECTORY ASSISTANCE**

Because the CHAMPAIGN is not a provider of either operator services or directory assistance, CHAMPAIGN shall have no obligation to provide such services to Sprint.

**ATTACHMENT 4**  
**COMPENSATION**

## **ATTACHMENT 4 — COMPENSATION**

### **SECTION 1. RECIPROCAL COMPENSATION FOR LOCAL TRAFFIC**

1.1 The reciprocal compensation arrangements set forth in this Agreement are applicable to Local Traffic and ISP and Internet bound traffic that either Party originates and the other Party terminates.

1.2 Compensation for the termination of Local Traffic, ISP and Internet bound traffic shall be on a Bill and Keep basis, as that term is defined in the FCC ISP Remand Order.

1.3 The Parties agree to compensate each other for IntraLATA Toll Traffic pursuant to their respective and applicable access tariffs.

1.4 Non-Local Traffic is outside the scope of this Agreement and shall be subject to the terms and conditions of the Parties' applicable federal and state tariffs.

1.5 The Parties anticipate that the Local Traffic, ISP and Internet bound traffic will be roughly in balance. However, either Party may notify the other if studies show the traffic is no longer in balance. An imbalance of traffic would be a ratio equal to or greater than a 60%/40% split. At such time, the Parties shall mutually agree upon and amend Attachment 5 Pricing to incorporate rates for transport and termination of the Local Traffic, ISP and Internet bound traffic.

### **SECTION 2. OTHER COMPENSATION**

2.1 Compensation for services offered pursuant to either Party's tariffs, such as, but not limited to, Local Service Order charges and Number Portability Query charges shall be as listed in each Party's tariffs.

2.2 Compensation for services not offered pursuant to either Party's tariffs, such as, but not limited to, Number Portability Coordinated Cutovers, DS1/DS3 facility charges, Hot Cutovers, Directory Listings and Directory Distribution shall be as listed in the Pricing Attachment.

**ATTACHMENT 5**

**PRICING**

## **ATTACHMENT 5 — PRICING**

### **SECTION 1. GENERAL**

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a service.

1.2 To the extent that Sprint purchases tariffed services, tariffed charges shall apply.

1.3 Charges for services provided pursuant to this Agreement that are not tariffed shall be as set forth in this Pricing Attachment.

1.4 The Charges set forth in this Pricing Attachment shall be automatically superseded by any new Charges when such new Charges are required or approved by any order of the Commission or the FCC; provided such new Charges are not subject to a stay issued by any court of competent jurisdiction.

1.5 In the absence of Charges for a service established pursuant to Sections 1.2 through 1.4 above, the Parties shall mutually agree in writing to the Charges for the Service.

### **SECTION 2. SPRINT PRICING**

Notwithstanding any other provision of this Agreement, the Charges that Sprint bills CHAMPAIGN for Sprint's services shall not exceed the Charges for CHAMPAIGN's comparable services, except to the extent that Sprint has demonstrated to CHAMPAIGN, or, at CHAMPAIGN's request, to the Commission or the FCC, that Sprint's cost to provide such Sprint Services to CHAMPAIGN exceeds the Charges for CHAMPAIGN's comparable services.

### **SECTION 3. REGULATORY REVIEW OF PRICES**

Notwithstanding any other provision of the Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its services (including but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its tariffs, in this Pricing Attachment, or otherwise; and (b) with regard to the Charges of the other Party (including but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).



**The Champaign Telephone Company**

Service Item	CHAMPAIGN and Sprint Charges	
<b>Reciprocal Compensation</b>		
Per terminating MOU for Local Traffic	Bill and Keep	
Per terminating MOU for ISP bound traffic	Bill and Keep	
<b>LSR (Local Service Request)</b>		
Initial Order non-recurring charge (NRC)	\$20.25	
Each Subsequent Supplemental Order	\$5.00	
<b>Custom Handling</b>		
Ten-Digit Trigger	\$0.00	
Service Order Expedite Charge	\$54.63	
Coordinated LNP Conversion	I.C.B.	
Hot Coordinated LNP Conversion First Hour	I.C.B.	
Additional Quarter Hour increments	I.C.B.	
<b>Directory Services</b>		
Directory Production and Distribution, per directory	\$1.00 per month per subscriber	
Initial Subscriber Listing, per occurrence (residential and business)	\$1.00	
Additional Subscriber Listing, per month	\$.50 (res.) \$1.00 (bus.)	
Subscriber Listing Updates, per occurrence	\$1.00	
Referral (Intercept) Charge for 90 days	\$20.25	
Champaign does not perform coordinated or hot coordinated LNP conversions. If required, add'l I.C.B. rates will apply.		
Hourly rate = \$42, with a minimum charge of ¼ hour.		

### CHAMPAIGN DS1/DS3 PRICES

Following are charges for DS1/DS3 service with Champaign Telephone Company. Prices are based on the assumptions itemized below.

Description	DS1	DS3
<b>Monthly Recurring Charges</b>		
<b>Total Transport Mileage</b>		
URBNOHXA65C - DYTNOH225GT	34	34
Mileage (Urbana to Meet point)	6.8	6.8
<b>DS1 Monthly Rates</b>		
Direct Trunked Facility per mile	\$15.50	\$106.68
Direct Trunked Termination	\$76.41	\$425.53
<b>Individual DS1/DS3 Price</b>		
Direct Trunked Facility (mileage) (Urbana to meet point)	\$105.40	\$725.42
Direct Trunked Termination	\$76.41	\$425.53
Total Monthly Rate per DS1/DS3	\$181.81	\$1150.95
<b>Four DS1, Total Monthly Rate</b>	\$727.24	n/a
<b>Non-Recurring Charges</b>		
ASR Order Charge, per order	\$130.00	\$130.00
Trunk Activation Charge per grp of 24 tks	\$404.00	\$404.00
<b>Total Non-Recurring Charges</b>	\$1746.00	\$1746.00
ASR charge & 4 trunk activation charges		

#### Assumptions

1. Joint provisioning with AT&T will be required to establish the end-to-end service between Sprint and CHAMPAIGN. Additional recurring and non-recurring charges may be applied by AT&T for the portion of the facilities that AT&T provides in order to establish the end-to-end service to the Sprint point of presence at the AT&T tandem.
2. Direct Trunked Facility (mileage) charges reflect the portion of the facilities that are owned by CHAMPAIGN between the CHAMPAIGN end office and the AT&T tandem.
3. A Direct Trunked Termination charge was applied at the CHAMPAIGN end office for each DS1/DS3.
4. Non-recurring charges (NRCs) were computed based on a single ASR being issued for the 4 DS1 facilities and trunk groups. In this case, one ASR Order Charge and four Trunk Activation charges would apply.
5. The Urbana - Dayton facilities are provisioned from the CHAMPAIGN end office to the mid-span meet point with AT&T. Sprint will need to arrange with AT&T for the provision of facilities from that point to the Sprint point of presence.
6. If multiplexing or hubbing is required, if other billable features are ordered, or if the actual ASR(s) reflect items different than what has been assumed, the prices will need to be revised to reflect the appropriate charges.

## EXHIBIT B

### TRADING PARTNER PROFILE (TPP)

Porting between Sprint CLEC (SPID 8712) and CT Communications Inc. (SPID 0594)

Please return completed form to jim.j.gampper@sprint.com. Any questions may also be directed to this address. Thank you for your prompt attention.

The parties agree that information contained in the Trading Partner Profile is operational in nature and subject to change. The parties agree to make every effort to give the other party 30 days notice of any changes to its information.

GENERAL TRADING PARTNER INFORMATION		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Company Name	Sprint Communications LLP	CT Communications Inc.
Wireless or Wireline	Wireline	Wireline
Carrier Type: ILEC, CLEC or Reseller	CLEC	ILEC
NPAC Registered Service Provider ID (SPID)	8712	SPID = 0594
		Note: Please complete a separate TPP for each NPAC registered SPID/Port Center

CSR/LSR ACCEPTANCE WINDOW		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Monday – Friday	8 AM to 3 PM CST Mon – Fri. Note: Orders received after this timeframe is considered next business day.	(Include Time Zone) 9a.m. to 5p.m. M-F (EST)
Saturday – Sunday	No Requests/Responses	(Include Time Zone) No Requests/Responses
Holidays	Sprint will NOT process port orders on New Year's Day, Martin Luther King Day, Memorial Day, 4 <sup>th</sup> of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day	What Holidays will you NOT accept and process port requests? New Year's Day, Memorial Day, 4 <sup>th</sup> of July, Labor Day, Thanksgiving Day, Christmas Day

INTER-CARRIER TESTING		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Is inter-carrier port testing required (CSR & LSR)?	No	Yes
Will you allow us to test with you?	Yes	Yes
Primary Contact Name		
Contact Description	Carol Bushee	John Ridder
Phone Number (Carrier Support)	816-855-6749	937-653-2201 Ext. 227
FAX Number		937-652-2329
Email address	Carola.Bushee@sprint.com	john@ctcommunications.com

CARRIER INVOICE INFORMATION		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Where to send Carrier Invoices	Sprint Access Verification 6500 Sprint Parkway Overland Park, KS 66251-6108 Mailstop: KSOPHL0402	CT Communications, Inc. Attn: Accounting Dept. 126 Scioto St Urbana, Ohio 43078
Carrier Billing Contact	Regina Roach Manager, Switch Access Verification 913-315-5442	Tim Carney Director of Finance 937-653-2201 Ext. 263

CSR PROCESSING		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Is CSR (Customer Service Request)/ Address Verification available?	Yes. Sprint CLEC highly recommends that the OSP send a CSR prior to sending an LSR to reduce rejects as Sprint performs MSAG validation on LSRs.	No
If yes, where do we send CSRs?	<a href="mailto:csrportout_requests@sprint.com">csrportout_requests@sprint.com</a>	
Do you have a required CSR form? (If yes, please provide.)	Subject line should contain "CSR Request - TN xxx-xxx-xxxx"	
Media (email, fax, GUI, etc.)	Email	
Standard Response Interval	2 business days. Day (0) is submit day.	
Does the CSR identify holds or freezes?	Yes	

LSR PROCESSING		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Contact Name	Port-Out Resolution Center	Debbie Schade, Betsy Boza
Contact description		CSR
Phone number	866-661-4585	937-653-4000
FAX number		937-652-2329
Email address		<a href="mailto:Debbie@etccommunications.com">Debbie@etccommunications.com</a> <a href="mailto:betsy@etccommunications.com">betsy@etccommunications.com</a>
Media accepted	Email	Email or Fax
Where to send Residential LSRs	<a href="mailto:port_requests@sprint.com">port_requests@sprint.com</a>	Email Debbie or Betsy
Where to send Commercial LSRs	<a href="mailto:portrequestcommercial@sprint.com">portrequestcommercial@sprint.com</a>	Email Debbie or Betsy
LSR Version ID	Most recent industry standard	
Do you have a required LSR form?	Yes	If yes, please provide form -Yes
BAN Number (If used on LSR)		
Standard Interval: LSR to FOC	2 business days. Note: Day (0) is submit day.	2 business days
Standard Interval: LSR to Port	3 business days. Note: Day (0) is submit day	3 business days
Expedited LSR		
Do you accept expedited LSRs?	Yes	No
Criteria/Policy	If the DDD is less than the standard LSR interval (3 days), the Expedite field must be populated with a "Y". Must notify and receive approval from the Sprint CLEC LSR Processing contact before advancing the Due Date.	N/A
Charge?	Expedites are subject to a "per day" expedite rate for each day of interval improvement. Any requests that are expedited due to an OSP caused reason will not incur an expedite charge.	N/A
Order Completion		
When are translations completed as the OSP (Old Service Provider)?	11:00pm on due date. Note: As the OSP (Old Service Provider), it is critical not to cancel the customer's service until late evening on the DDT at the earliest. Sprint would prefer that OSP wait until the DD + 1, +2, or +3 to remove translations.	DD + 1
Cancellation Procedures		
Do you accept a cancellation on the due date?	Yes. For service assurance, it is best to submit all cancellations and reschedules by 3:00pm the day before the due date.	Yes
Order Cancellation Contact	Submit cancel order AND Call 866-661-4585	Submit cancel order and call 937-653-2201 Ext. 216 or 217

SPRINT CLEC LSR FIELD REQUIREMENTS		
Sprint CLEC (SPID 8712)	<Trading Partner>	
Subject line should contain the PON, TN, Version #, customer's name. Please also State if it is a CANCEL or DUE DATE CHANGE.	See attached form.	
There must be a Purchase Order Number (PON).		
Must have a version number		
There must be a telephone number.		
There must be a date and time that the order was sent.		
There must be a due date.		
The Req. Type field should always be "CB."		
The Activity field should always be "V."		
Make sure to populate the Sup field with only the following if needed:		
Sup 1 for cancellation		
Sup 2 for Due date change		
Sup 3 for all other changes		
Exp(edite) – field needs to be populated if the other does not meet the standard interval due date		
CC field should be company code only.		
NNSP – NEED TO BE populated with the correct SPID to ensure no porting issues		
The TOS field should be 2B—(2B plus 2 dashes)		
The contact section should list the LEC's initiator's name, phone number, and e-mail address.		

PORT RESOLUTION CENTER (CSR/LSR port status & reject resolution)		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Primary contact name	Port-Out Resolution Center	See info under LSR processing.
Phone Number (Carrier Support)	866-661-4585	
Phone Number (Customer Support)	Cable Partner	
FAX Number	816-860-4408	
Email address		
Hours of Operation:		Hours of Operation:
Monday – Friday	8 AM to 5 PM CST M-F	9a.m.- 5p.m. (EST) M-F
Saturday & Sunday	Closed	No requests/responses
Holidays	Closed	Closed

PORT OUT ESCALATION POINT OF CONTACTS		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
1 <sup>st</sup> Level:		1 <sup>st</sup> Level:
Primary contact name	Port-Out Resolution Center	Debbie Schade or Betsy Boza
Phone Number (Carrier Support)	866-661-4585	937-653-4000
Phone Number (Customer Support)	Cable Partner	
FAX Number	816-860-4408	937-652-2329
Email address		
2 <sup>nd</sup> Level:		2 <sup>nd</sup> Level:
Contact Name	Felicia Conley	Bonnie Forsythe
Contact description	Lead Provisioner	Commercial Director
Phone number	816-855-6764	937-653-2201 ext. 299
FAX number	816-860-4408	937-652-2329
Email address	Felicia.E.Conley@sprint.com	bonnie@ctcommunications.com
Contact Name	Carmen Howard	
Contact description	Lead Provisioner	
Phone number	816-855-6582	

FAX number	816-860-4408	
Email address	Carmen.Howard@sprint.com	
3rd Level:		3rd Level:
Contact Name	Michael Zades	
Contact description	Supervisor: PC Team	
Phone number	816-855-6713	
FAX Number	816-860-4408	
Email address	Michael.C.Zades@sprint.com	
Contact Name	Jeff Johnson	
Contact description	Supervisor: PC Team	
Phone number	816-855-6534	
FAX Number	816-860-4408	
Email address	Jeff.Johnson2@sprint.com	

LNP CARRIER ACCOUNT MANAGER		
Carrier point-of-contact for establishing a porting relationship with Sprint CLEC (SPID 8712) as well as ongoing porting account-management. This contact information should NOT be shared with your Port Resolution Center.		
Item	Sprint CLEC (SPID 8712)	<Trading Partner>
Primary Contact Name	Jim Gampper	Tim Carney
Title	LNP Carrier Management	Director of Finance
Address	6330 Sprint Parkway	126 Scioto St
City, State, Zip	Overland Park, KS 66251	Urbana, OH 43078
Work Phone Number	913-762-3519	937-653-4000 or 937-653-2263
Mobile Number	913-226-3172	
Fax	913-762-0117	937-652-2329
E-Mail Address	Jim.J.Gampper@sprint.com	tim@ctcommunications.com
Alternate Contact Name	Victoria Danilov	Ann Morrow
Title	LNP Carrier Management	Mgt of Affiliate Operations
Address	6330 Sprint Parkway	126 Scioto St
City, State, Zip	Overland Park, KS 66251	Urbana, OH 43078
Work Phone Number	913-762-2811	937-653-4000 or 937-653-2242
Mobile Number		
Fax	913-762-0117	937-653-7521
E-Mail Address	Victoria.A.Danilov@sprint.com	ann@ctcommunications.com
Do you have a Carrier Notification distribution list for port process notifications?		If so, please add the LNP Carrier Account Managers listed above.

DIRECTORIES QUESTIONNAIRE: Please complete if you are an ILEC		
OR DE RI NG (D SR /L SR)	Item	<Trading Partner>
	Who is your DIRECTORY LISTING PROVIDER (ILEC or Publisher/Vender)?	L.M. Berry Co.
	Do you publish your own directory listing?	Yes
	Should Sprint CLEC send Directory Listing information to you (ILEC) or to the Publisher/Vender for new or ported TNs (LSR/EU or DSR)?	To CT Communications
	Do you accept individual DSR or LSR/EU forms or do you require a Batch File prior to directory date?	Individual DSR or LSR/EU forms
	If Batch is required what media do you accept? Excel, Word, etc.	N/A
	Directory Listing Contact Information (ILEC or Vender):	
	Company Name:	CT Communications Inc.

Contact Name:	Debbie Schade
Contact Number	937-653-2201 ext 217
Contact Address	126 Scioto St Urbana, OH 43078
Contact e-mail	<a href="mailto:Debbie@ctcommunications.com">Debbie@ctcommunications.com</a>
Who is responsible for listing the customer with the appropriate publishing company?	Debbie Schade
Who is your DIRECTORY ASSISTANCE PROVIDER?	Self and N.D.A.
Do you maintain your own DA database?	Yes
Should Sprint CLEC send DA orders to you or the DA agent?	To CT Communications
Directory Assistance Contact Information (ILEC or Vender):	
Company Name:	See directory listing contact info.
Contact Name:	
Contact Number	
Contact Address	
Contact e-mail	
Who is responsible for listing the customer with the appropriate Directory Assistance Providers?	
AU DI T/ RE CO NC ILI AT IO NS	Who is your PUBLISHER for residential (white page) listings?
	L.M. Berry Co.
Company Name:	CT Communications Inc
Contact Name:	Debbie Schade
Contact Number	937-653-4000
Contact Address	126 Scioto St Urbana, OH 43078
Contact e-mail	<a href="mailto:Debbie@ctcommunications.com">Debbie@ctcommunications.com</a>
Do you accept individual DSRs or require a Batch File prior to directory date?	Individual DSR's
If Batch is required what media do you accept? Excel, Word, etc.	N.A.
Who is your PUBLISHER for Commercial (yellow page) Listings?	L.M. Berry Co
Company Name:	
Contact Name:	Sheryl Fitzsimmons
Contact Number	937-296-2121
Contact Address	3170 Kettering Blvd. Dayton<OH 45439
Contact e-mail	
Who is your ALI owner (DB that supports 911)?	
Company Name:	Intrado
Contact Name:	
Contact Number	720-494-5800
Contact Address	1601 Dry Creek Dr Longmont, CO 80503
Contact e-mail	



## EXHIBIT C

>>> "Gampper, Jim J Jr [NTK]" <Jim.J.Gampper@sprint.com> 12/17/2007 2:10:42 pm >>>

Ann: This message serves to escalate an urgent issue relative to delayed LSR Responses impacting end-user service.

**Issue:** Sprint CLEC (SPID 8712) is experiencing excessive delays relative to LSR responses (LSR to FOC/Reject) on behalf of Champaign. Per the CT Comm Business Rules (TPP), the OSP is to provide a response within 2 business days. Industry guideline for an LSR Response is 24 hours. As of 12/17/07, Sprint CLEC has not received an LSR Response (FOC or Reject) for 90 LSRs with Sent Dates greater than 4 days old up to 17 days old. This causes missed Due Dates resulting in reschedules of truck rolls and unsatisfied customers.

Sprint's expectation is that CT Comm will add resources and overtime to meet incoming demand. Sprint's expectation is that CT Comm will eliminate the backlog of orders will achieve an LSR to response interval of 2 days by no later than Friday 12/21/07. If this can not be achieved, please provide an explanation within 24. If no response is received within 24 hours, Sprint is prepared to escalate to the proper authorities to include Regulatory and/or Legal action.

If you have any questions, please do not hesitate to call.

Jim Gampper

LNP Carrier Management

913-762-3519

**Aron, Benjamin J [GA]**

**From:** Gampper, Jim J Jr [NTK]

**Sent:** Thursday, January 03, 2008 12:59 PM

**To:** Ann Morrow

**Cc:** Betsy Boza; Bonnie Forsythe; Debbie Schade; Jannie Samson; Melanie Cooksey; Sherry Turnmire; Sylvia Williams; Helm, Don [NTK]; Stapp, Colby N [NTK]; Nibert, Gary W Jr [NTK]; McCarty, Chris [NTK]; Williamson, Juan L [NTK]; Perrea, Scott D [NTK]; Daugherty, Dianne D [NTK]; Fraise, Todd [NTK]; Boggs, Kacee L [NTK]; Gampper, Jim J Jr [NTK]; Broughton, Fred F [NTK]; Pfaff, Jeff M [LEG]; Smith, Ralph R [NTK]

**Subject:** CT Comm Port Issues

Ann: This document serves to address multiple porting business rule violations we are experiencing with CT Comm.

- o **Rejects based on Equipment Return and Past- Due Balance:** Sprint CLEC is receiving LSR rejects from CT Comm with reject reason: "customer has not returned equipment" or "proprietary information". Feedback we have received from customers indicate two causes:
  - o The first issue is with customers that have internet and phone through CT Communications. CT Comm is telling the customer that they have to cancel their internet, and turn in the internet modem before they will validate the request to port out (i.e., CT Comm is not providing a FOC until the customer returns equipment). This is clear violation of the FCC porting order.
  - o The second issue (we have had several customers tell us this) is that CT Communications has not been billing them for their long distance charges, and is now all of a sudden back billing the customer and telling them that they have to be paid in full before they will validate their order to port out. One customer said that they back billed her for 3 months and it was over \$400. In summary, CT Comm can not reject a port request for past-due balance unless the customer's TN is disconnected.

Per the FCC, "all carriers must port numbers upon receipt of a valid request from another carrier, with no conditions." The FCC explained further, "carriers may not hold a customer's number while attempting to settle the customer's account." Number portability is defined as the "ability ... to retain ... numbers without impairment of quality, reliability, or convenience when switching from one *telecommunications carrier* to another." "Carriers may not impose non-porting related restrictions on the porting process."

In summary, per FCC order, CT Com can not reject a port based on **equipment return or past due balance**. You can continue to bill the customer for any outstanding balance after the customer has ported to include equipment charge until returned. Sprint's expectation is that CT Com will comply effective immediately. If not, Sprint is prepared to escalate to the proper authorities.

- o **Delayed or No LSR Responses:** Per Debbie Schade, as of 1/3/08, CT Com has returned responses to Sprint on all LSRs with DDs of 1/13 or less. They are working on LSRs with a DD of 1/14 today. In summary, when CT Com receives LSRs, they sort and work by DD. Thus, Sprint should always have a response prior to the DD. If not, we will call Debbie or Betsy if we do not have a response the day prior to the DD or before rejecting the order back to TWC (937-653-2217). In summary, CT Comm has committed to providing a response to all LSRs (FOC or Reject) prior to the DD until the backlog gone. CT Comm to provide a timeline on when they will work through the backlog and achieve a 48 hours response interval for all LSRs.
- o **Directory Listing:** CT Comm has the following three options relative to Directory Listing. CT Com will discuss and let me know.

1/22/2008

- Send daily DSRs Must meet 48 hours response interval per industry standard
- Send annual batch file to publisher prior to Book Close Date
- Send annual batch file to CT Comm prior to Book Close Date

A response to these issues by the close of business 1/4/08 is appreciated

**Jim Gampper | Network | LNP Carrier Manager III**

Office: (913) 762-3519 | PCS: (913) 226-3172 jim.j.gampper@sprint.com

January 11, 2008

*Via Federal Express*

The Champaign Telephone Company  
Attn: Director of Finance  
126 Scioto Street  
Urbana, Ohio 43078

RE: Dispute Notice under ICA

Dear Sirs;

Sprint is providing further written notice of the disputes contained herein. Due to Champaign's failure to respond to prior communications and the customer-affecting nature of these disputes, Sprint reserves the right to seek immediate relief from the Public Utilities Commission of Ohio.

Sprint and Champaign entered into the interconnection agreement that was effective on January 1, 2007. In the late fall of 2007, Sprint started submitting local number portability ("LNP") orders to Champaign. Sprint has three issues with Champaign's failure to comply with the ICA.

1. Champaign has rejected LNP orders for invalid account settlement reasons unrelated to necessary customer validation procedures;
2. Champaign has not met the due dates for LNP orders; and,
3. Champaign has not processed Sprint's request for directory listings.

This is not the first time Sprint has notified Champaign of these issues. Sprint communicated with Champaign on some of these issues on December 17, 2007, but problems continued to persist. Most recently Jim Gampper sent an email to Ann Morrow on January 3, 2008. Champaign has not adequately addressed Sprint's concerns.

Unless Champaign provides a satisfactory response by close of business Monday January 14, 2008, Sprint will proceed with an action before the PUCO. Please contact Jim Gampper at 913.226.3172 to discuss resolution of these issues.

Very Truly Yours,

Jeffrey M. Pfaff

Cc: Carolyn Flahive, Ann Morrow; Via Electronic Mail

## EXHIBIT D

## Number \*

### Champaign's Reason for Rejecting LNP Request

[illegible]

93765379XX	CPNI policy prohibits us from stating the reason for the reject.
93765355XX	Equipment - Customer did not return equipment.
93765226XX	CPNI policy prohibits us from stating the reason for the reject.
93765367XX	CPNI policy prohibits us from stating the reason for the reject.
93765338XX	Equipment - Customer did not return equipment.
93765364XX	CPNI policy prohibits us from stating the reason for the reject.
93748447XX	CPNI policy prohibits us from stating the reason for the reject.
93765384XX	CPNI policy prohibits us from stating the reason for the reject.
93765229XX	CPNI policy prohibits us from stating the reason for the reject.
93765236XX	CPNI policy prohibits us from stating the reason for the reject.
93765220XX	CPNI policy prohibits us from stating the reason for the reject.
93765383XX	CPNI policy prohibits us from stating the reason for the reject.
93765220XX	CPNI policy prohibits us from stating the reason for the reject.
93765211XX	CPNI policy prohibits us from stating the reason for the reject.
93748477XX	CPNI policy prohibits us from stating the reason for the reject.
93765358XX	CPNI policy prohibits us from stating the reason for the reject.
93765344XX	CPNI policy prohibits us from stating the reason for the reject.
93748480XX	CPNI policy prohibits us from stating the reason for the reject.
93765369XX	CPNI policy prohibits us from stating the reason for the reject.
93748449XX	CPNI policy prohibits us from stating the reason for the reject.
93765344XX	CPNI policy prohibits us from stating the reason for the reject.
93748447XX	CPNI policy prohibits us from stating the reason for the reject.
93765344XX	CPNI policy prohibits us from stating the reason for the reject.
93748411XX	CPNI policy prohibits us from stating the reason for the reject.
93765342XX	CPNI policy prohibits us from stating the reason for the reject.
93765380XX	CPNI policy prohibits us from stating the reason for the reject.
93765377XX	CPNI policy prohibits us from stating the reason for the reject.
93778821XX	CPNI policy prohibits us from stating the reason for the reject.
93765221XX	CPNI policy prohibits us from stating the reason for the reject.
93765380XX	Rejected without any reason or notes
93765341XX	Rejected without any reason or notes
93748469XX	Rejected without any reason or notes
93765369XX	Rejected without any reason or notes
93765367XX	Rejected without any reason or notes
93748434XX	Rejected without any reason or notes
93748434XX	Rejected without any reason or notes
93748455XX	Equipment - Customer did not return equipment.
93765338XX	Equipment - Customer did not return equipment.
93765378XX	Equipment - Customer did not return equipment.
93778829XX	CPNI policy prohibits us from stating the reason for the reject.
93765380XX	CPNI policy prohibits us from stating the reason for the reject.
93748439XX	CPNI policy prohibits us from stating the reason for the reject.
93748457XX	CPNI policy prohibits us from stating the reason for the reject.
93765331XX	CPNI policy prohibits us from stating the reason for the reject.
93765340XX	CPNI policy prohibits us from stating the reason for the reject.
93765345XX	CPNI policy prohibits us from stating the reason for the reject.
93765375XX	CPNI policy prohibits us from stating the reason for the reject.
93765380XX	CPNI policy prohibits us from stating the reason for the reject.
93778822XX	CPNI policy prohibits us from stating the reason for the reject.



93778826XX  
93778826XX

CPNI policy prohibits us from stating the reason for the reject.  
CPNI policy prohibits us from stating the reason for the reject.

\* Customer numbers  
have been altered by  
insertion of "XX" to  
replace the last two  
numbers. An unaltered  
version of this list will  
be provided upon  
request and/or after  
execution of a  
protective order.

## EXHIBIT E

**From:** Ann Morrow [mailto:Ann@ctcommunications.com]

**Sent:** Thursday, December 20, 2007 8:34 AM

**To:** Gampper, Jim J Jr [NTK]

**Cc:** Betsy Boza; Bonnie Forsythe; Debbie Schade; Jannie Samson; Melanie Cooksey; Sherry Turnmire; Sylvia Williams

**Subject:** RE: TN's still needing FOC 12-12-07

Jim

I have given you my responses in bold below. As for the accounts that need to return equipment, these are accounts that have our TV product. Our policy **HAS ALWAYS BEEN** that we do not disconnect service until the equipment is returned. We will not be changing our policy to accommodate your port request. I know that this is also the policy of many cable TV providers as this equipment is fairly expensive.

Thanks

Ann