

Mutual Traffic Exchange Agreement

This **Mutual Traffic Exchange Agreement** ("Agreement") is effective upon its execution between the undersigned Parties, each of whom provides to its end users Local Service (including, for the purposes of this Agreement, EAS and access to local termination for ISP-bound traffic) and IntraLATA Message Toll Service within the state of Ohio.

This Agreement is intended to establish the methodology for the exchange of traffic and compensation for Local Service and intraLATA Message Toll Service carried over the LEC provided Local Exchange Carrier network between **Buckeye TeleSystem, Inc. ("Buckeye")** and **AT&T Communications of Ohio, Inc. ("AT&T")**, both Local Exchange Carriers.

1. Exchange of Traffic. The Parties agree that they will each transport and terminate Local, EAS, and intraLATA toll calls originating from the other Party's services. This agreement does not apply to traffic originated or terminated by third Parties.

2. Reciprocal Compensation. The Parties shall reciprocally terminate Local calls originating for each other's services. **Buckeye** and **AT&T** agree to terminate said traffic on a bill and keep basis of compensation. **Buckeye** and **AT&T** further agree to review usage data at least every twelve months. Based upon data submitted by one of the Parties, and agreed to by the other Party, if the amount of statewide Traffic terminating on either Party's network is more than 150,000 minutes per month and the traffic exchanged between the Parties is out of balance using a ratio of 60%/40% for three (3) consecutive months (one Party originates 60% or more of the traffic exchanged), the Parties agree to implement within ninety (90) days Reciprocal Compensation billing for said terminating usage. Upon notification that the traffic volume warrants implementation of a Reciprocal Compensation rate, the Parties agree to negotiate a compensation rate in good faith to be applied on a going-forward basis to qualifying Local Traffic.

3. Access Charges. Each Party will generate a monthly Access Charge Bill for intraLATA toll traffic, as applicable, to the other Party for traffic terminating to its services. Compensation for termination of intraLATA toll traffic will be calculated by applying the access rates set forth in each Party's respective filed applicable tariff or price list. As rates change, the latest rates will be used.

4. Use of LEC Tandem. Each Party shall be responsible for ensuring that facilities are in place to each third Party LEC tandem used to transit traffic between the Parties' services. The originating Party is responsible for the cost of those facilities and for payment of any transit charges (including transport, transport termination and tandem switching) assessed by the third Party LEC.

5. Conversion to Direct Connection. If traffic volumes grow to a point where it is financially advantageous and technically feasible to provide a direct connection between **Buckeye** and **AT&T**, either Party may request negotiation of separate terms and conditions, including meet point billing arrangements. The Parties agree to negotiate in good faith to reach agreement to accommodate such a request.

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6. Traffic Forecast Plan. The Parties agree to exchange, as required, a non-binding annual forecast of its traffic and volume requirements for the Interconnection.

7. Audits. (a) Either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within sixty (60) days an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one (1) audit may be conducted by each Party within a six (6) month period. The cost of such an audit will be borne by the Party requesting it.

(b) The Parties will consult and negotiate in good faith to resolve any issues of accuracy and integrity of data collected, generated, or reported in connection with audits or otherwise.

8. Billing. (a) Each Party shall render bills (where applicable) for transport and termination services on a monthly/quarterly basis for current charges. Usage sensitive charges, such as charges for termination of Local telecommunications Traffic and/or Switched Access, shall be billed in arrears.

(b) Each Party shall bill based on terminating network recordings. Each Party shall ensure that its originating SS7 messages include CPN (calling party number) or its billing number equivalent.

(c) The Parties agree that all outstanding billed, unbilled, and unpaid charges for termination of Local Telecommunications Traffic for usage prior to Execution Date of this Agreement shall be deemed fully and finally settled by execution of this Agreement and shall be settled based on the Parties having operated under a Bill & Keep environment.

9. Loading/Testing of NXX Codes. Where appropriate, **Buckeye** and **AT&T** agree to load and test each other's NXX codes, which may change from time to time, into their respective switch translation databases in a reasonable and timely manner, in accordance with standard industry practices. Each Party agrees to ensure that the other Party's NXXs so loaded will route accurately no later than the activation date listed in the LERG or within 10 days of the effective date of this Agreement, whichever is later.

10. Porting of Numbers. (a) A Trading Partner Profile must be in effect between the Parties prior to testing.

(b) Each Party agrees to port telephone numbers in accordance with this Agreement and all applicable laws, rules and regulations. The Parties agree to provide Local Number Portability ("LNP") pursuant to the appropriate technical requirements and to comply with the FCC's processes and implementation schedules for deployment of LNP.

(c) On and after the porting of a customer, all ancillary services associated with ported number(s) (including, without limitation, 911, E-911, Customer Account Record Exchange (CARE), Line Information Database (LIDB), busy-line-verify/busy-line-interrupt, directory assistance and directory listing) will be provided by, and be the sole responsibility of, the new service provider.

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(d) The Parties agree to perform pre-service provisioning testing in full cooperation with each other before Porting can be implemented.

11. Customer Service Records. The old service provider agrees to provide Customer Service Record ("CSR") information upon request to the new service provider, provided that the request is made in writing, directed to the contact designated by the old service provider, and contains the new service provider's contact information. Each Party represents that it will comply with all legal and regulatory requirements applicable to requesting and providing CSR information and changing service providers, including obtaining customer authorization. Neither Party may require the other Party to submit any letter of authorization or other proof of service order, but the new service provider agrees to indemnify the old service provider against customer claims related to unauthorized provider changes and transfers of CSR information. Each Party will bear its own costs and will not charge the other Party in connection with providing CSR information.

12. DA Data. Each Party will maintain and keep current its own customer information in currently available databases used in the provision of inter-company operator services (e.g., local assistance, directory assistance, directory assistance call completion, busy line verification/interrupt), and will ensure that the other Party's access to such information through third parties is not restricted, by instructing those third parties to release DA data to the other Party.

13. Escalation List. The Parties agree to provide Single Points of Contact for Account Management, Ordering, Provisioning, Billing, Maintenance, Customer Service and Network Operations as well as Escalation Names/Telephone Numbers for each area.

14. Confidential Information. The Parties to this Agreement recognize that they may come into possession of data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly Confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the Disclosing Party. If such disclosure is required, notice shall be given to the Disclosing Party and no disclosure shall be made until the Disclosing Party has had reasonable time to obtain a protective order.

15. Compliance with Laws and Force Majeure. The Parties shall comply with any applicable order, rules or regulations of applicable regulatory agencies and Federal and State law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storm, fires, explosions, earthquakes, flood, government regulation, strikes, lockouts, or other work interruptions by employees or agents not within the control of the non-performing Party.

16. Taxes. The Parties agree that the billing Party shall collect, remit and report according to applicable State law and industry standards all applicable taxes and government fees for the services provided. The Parties further agree that all applicable taxes and governmental fees from

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their end users for the traffic exchanged under this Agreement will be treated in accordance with applicable State law.

17. Term and Termination. This Agreement will be effective for a two-year period commencing on the date of execution by both parties. The Parties may mutually agree, in writing, to extend this Agreement for a third year. In the event the parties undertake re-negotiation, and such re-negotiation does not conclude prior to expiration of a term, this Agreement shall continue in full force and effect until replaced by a superseding agreement, or until one of the Parties has provided at least sixty (60) days written notice of its intention to terminate the Agreement. In the event this Agreement expires or is terminated, the Parties shall cooperate with one another in accordance with commercially reasonable standards to resolve all outstanding issues, including billing and customer service issues.

18. Assignment. A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may upon written notice to the other Party assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

19. Governing Law. To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of Ohio, as applicable, without regard to its conflicts of laws principles.

20. Independent Contractor. Nothing contained herein constitutes the Parties as joint venturers, partners, employees or agents of one another, and neither Party has the right or power to bind or obligate the other.

21. Limitation of Liability. Except for the willful or intentional misconduct, or repeated breach of any material term of this Agreement, for which notice and opportunity to cure has been given, neither Party is liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A Party's liability, however, is not limited with respect to its indemnification obligations under this Agreement.

22. Indemnification. (a) 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 negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of 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.

(b) The Indemnified Party will (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for whom the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim,

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lawsuit or demand to the Indemnifying Party. The Indemnified Party will also cooperate in every reasonable manner with the defense or settlement of such claim, demand or lawsuit. The Indemnifying Party will keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party has the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may direct such defenses, which will be at the expense of the Indemnifying Party. Any settlement or compromise by the Indemnifying Party will provide for a full release of the Indemnified Party.

(c) 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.

23. Notices. All notices or other communication hereunder are deemed to have been duly given when made in writing and delivered in person or deposited in the United State mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To **Buckeye:** Thomas K. Dawson
Director of Government & Community Affairs
Buckeye CableSystem
5555 Airport Highway, Suite 110
Toledo, Ohio 43615

And

Kerri Wiley
Attention: Carrier Management
Buckeye TeleSystems, Inc.
4818 Angola Road
Toledo, Ohio 43615

To **AT&T:** Bill C. Peacock
Director – National Access Management
AT&T
6304 Hwy 5
Douglasville, Georgia 30135

And

L. Fredrik Cederqvist
General Attorney
AT&T Legal Department
32 Avenue of the Americas, Room E561

AT&T

New York, N.Y. 10013

24. Severability. If any part of this Agreement is held invalid for any reason, that invalidity shall affect only the portion of the Agreement which is invalid. In all other respects this Agreement shall be construed as if the invalid provision had not been a part of it, and the remainder of the Agreement remains in full force and effect.

25. Successors-in-interest and Assigns. This Agreement is binding upon, and inures to the benefit of, the Parties hereto and their respective successors-in-interest and permitted assigns.

26. Entire Agreement. This Agreement, including all attachments, exhibits, and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

27. Authority. The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies. This Agreement may be executed in separate parts, which together will constitute a single integrated Agreement.

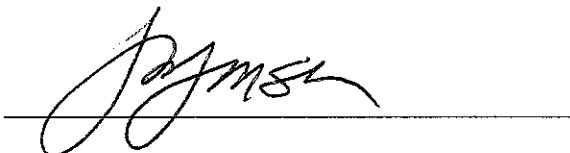
This Mutual Traffic Exchange Agreement is executed this 1st day of July, 2009.

Signed:



By: Bill C. Peacock

Signed:



By: **Joe Jensen**

Title: Director – Interconnection Agreements

Company: AT&T

Address: 6304 Hwy 5
Douglasville, GA 30135

Telephone: 678-715-0289

Fax: 770-920-7038

Title: President

Company: Buckeye Telesystem, Inc

Address: 4818 Angola Rd
Toledo, OH 43615

Telephone: 419-724-9898

Fax: 419-724-1701

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/10/2009 4:38:00 PM

in

Case No(s). 09-0710-TP-NAG

Summary: Agreement Mutual Traffic Exchange Agreement between Buckeye Telesystem, Inc., and AT&T Communications of Ohio, Inc. electronically filed by Mr. Thomas K. Dawson on behalf of Buckeye Telesystem, Inc. and AT&T Communications of Ohio, Inc