

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of the Orwell Telephone )  
Company for Approval of a Negotiated Agreement with TSC )  
Communications, Inc. Pursuant to Section 252 of the )  
Telecommunications Act of 1996 )

TRF Docket No. 90-\_\_\_\_\_

Case No. 12 - 1707 - **TP** - NAG

NOTE: Unless you have reserved a Case #, leave the "Case No" fields  
BLANK.

Name of Registrant(s) Orwell Telephone Company

DBA(s) of Registrant(s) FairPoint Communications

Address of Registrant(s) 521 East Morehead Street, Suite 500, Charlotte, NC 28202

Company Web Address www.fairpoint.com

Regulatory Contact Person(s) Carolyn S. Flahive Phone 614-469-3294 Fax 614-469-3361

Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com

Contact Person for Annual Report Angela Unruh Phone 620-227-4400

Address (if different from above) 908 W. Frontview, Dodge City, KS 67801

Consumer Contact Information Beth Westman, Manager, Government Affairs Phone 207-535-4249

Address (if different from above) 1 Davis Farm Road, Portland, Maine 04103

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter 4901:1-6 OAC

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings

<b>Carrier Type</b> <input type="checkbox"/> <b>Other</b> (explain below)	<input type="checkbox"/> <b>For Profit ILEC</b>	<input type="checkbox"/> <b>Not For Profit ILEC</b>	<input type="checkbox"/> <b>CLEC</b>
Change terms & conditions of existing BLES	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> <u>ZTA 1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> <u>TRF 1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> <u>BLS 1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> <u>TRF 1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> <u>ZTA 1-6-25(B)</u> (0 day Notice)
<b>Other*</b> (explain) _____			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

## Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNCL- <u>6-09</u> *(Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNCL- <u>7-04</u> or <u>05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
<b>Wireless Providers</b> See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

#### Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

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#### AFFIDAVIT

#### *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, \_\_\_\_\_ and am authorized to make this statement on its behalf.

\_\_\_\_\_  
(Name)

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) \_\_\_\_\_ at \_\_\_\_\_ (Location)

\*(Signature and Title)

(Date) \_\_\_\_\_

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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#### VERIFICATION

I, Carolyn S. Flahive verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) /s/ Carolyn S. Flahive, Esq.

(Date) May 31, 2012

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of the Orwell	)	
Telephone Company for Approval of a Negotiated	)	Case No. 12-1707-TP-NAG
Agreement with TSC Communications, Inc. Pursuant	)	
to Section 252 of the Telecommunications Act of 1996	)	

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APPLICATION FOR APPROVAL OF A NEGOTIATED AGREEMENT  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

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The Orwell Telephone Company ("Orwell") hereby files the attached agreement, effective upon filing with the Commission and subject to the approval of the Commission ("the Agreement"), between Orwell and TSC Communications, Inc. ("TSCCI") (together, "the Parties") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et. seq.) ("the Act").

The Agreement is filed pursuant to the procedures set forth in Section 252(e) of the Act. Under Sections 252(e)(1) and (2), the Commission must approve the Agreement unless the Agreement or a portion thereof "... discriminates against a telecommunications carrier not a party to the agreement" or "... implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity." The Agreement does not discriminate against other telecommunications carriers. The Agreement is in the public interest, convenience and necessity because it sets forth the Parties' respective obligations and the terms and conditions under which they will exchange traffic between their networks.

Since the Agreement is the result of voluntary negotiations between the Parties, the Agreement is not subject to review under the standards set forth in Sections 252(b), 252(c) and 252(d) of the Act. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this Application.

WHEREFORE, Orwell requests that the Commission approve the Agreement.

Respectfully submitted,

ORWELL TELEPHONE COMPANY

By: /s/ Carolyn S. Flahive

Carolyn S. Flahive (0072404)

THOMPSON HINE LLP

41 South High Street

Suite 1700

Columbus, Ohio 43215-6101

Telephone: 614-469-3200

Fax: 614-469-3361

Its Attorney

**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**THE ORWELL TELEPHONE COMPANY**  
**AND**  
**TSC COMMUNICATIONS, INC.**

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## GLOSSARY

### ATTACHMENTS:

- Interconnection Attachment
- Local Number Portability Attachment
- Ancillary Services Attachment
- Preordering, Ordering, Maintenance and Repair Attachment
- Pricing Attachment



## INTERCONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date"), by and between TSC Communications, Inc. ("TSCCI") with offices at 2 Willipie St., Wapakoneta OH 45895 and The Orwell Telephone Company ("Orwell") with offices at 521 East Morehead Street, Charlotte, NC 28202. This Agreement may refer to either Orwell or TSCCI or both as a "Party" or "Parties."

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

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

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

WHEREAS, TSCCI does not currently provide Telecommunications Services in the Orwell's local service area, but the Parties exchange Telecommunications Traffic between their networks and wish to establish an arrangement for the exchange of such traffic between their networks; and

WHEREAS, the Parties wish to interconnect their facilities and exchange Telecommunications Traffic specifically for the purposes of fulfilling their obligations pursuant to Sections 251(a) and (b) of the Act.

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

### 1. Purpose

- 1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under Sections 251(a) and (b) of the Act.
- 1.2 Orwell has no obligation to establish interconnection service arrangements to enable TSCCI to solely exchange Information Services traffic. TSCCI agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic, whether originated by TSCCI or a Third Party Telecommunications Carrier, and that any exchange of Information Service traffic will be incidental to the Parties' exchange of Telecommunications Traffic. The FCC has not determined whether IP-Enabled Traffic is a Telecommunications Service or an Information Service. For the purposes of this Agreement, IP-Enabled Traffic shall be treated as Telecommunications Service voice traffic. If the FCC determines that IP-Enabled Traffic is other than

Telecommunications Service and IP-Enabled Traffic is exchanged under this Agreement, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.

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

## 2. Term of the Agreement

- 2.1 This Agreement will commence when fully executed and have an initial term of two (2) years. The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent agreement. Such requests for renegotiation must be in the form of a written notice to the other Party ("Renegotiation Request"). If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the pendency of any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings, the Parties will continue to provide services to each other pursuant to this Agreement. If no proceeding is initiated by a Party pursuant to Section 252 of the Act, but the Parties continue beyond the expiration date of this Agreement to negotiate the subsequent agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; provided, however, that this Agreement cannot be terminated prior to ninety (90) days after the original expiration date. In the event that Orwell terminates this Agreement as provided above, Orwell shall continue to offer all services to TSCCI previously available under this Agreement pursuant to the terms, conditions and rates of Orwell's then current Tariffs and TSCCI shall continue to offer all services to Orwell previously available under this Agreement pursuant to the terms, conditions and rates of TSCCI's then current Tariffs, rates sheets or applicable contracts. If a Renegotiation Request is not received by a Party, this Agreement shall automatically renew for one (1) year terms. If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice.
- 2.2 In the event that this Agreement expires, except in the case of termination as a result of either Party's default or for termination as otherwise provided herein, service that had been available under this Agreement and exists as of the end-date

may continue uninterrupted after the end-date at the written request of either Party only under the terms of:

- 2.2.1 A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
- 2.2.2 An existing agreement between Orwell and another carrier adopted by TSCCI for the remaining term of that agreement.

### **3. Termination of the Agreement**

#### **3.1 Termination Upon Default**

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

- 3.1.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- 3.1.2 A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or
- 3.1.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Attachment.

#### **3.2 Liability Upon Termination**

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

### **4. Contact Exchange**

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

### **5. Amendments**

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

**6. Assignment**

This Agreement shall be binding upon the Parties and shall continue to be binding upon such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers its facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, the transferring Party will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed, provided that either Party may assign this Agreement to a corporate Affiliate or to an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, successors in interest and assigns.

**7. Authority**

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that he or she has had the opportunity to consult with legal counsel of his or her choosing.

**8. INTENTIONALLY LEFT BLANK**

**9. Billing and Payment**

- 9.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or, if not set forth herein, in their respective applicable tariff(s). The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the prior business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1) year old or that predate this Agreement. If a Party fails to bill for a service within one (1) year of

when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

9.2 Billing Disputes Related to Unpaid Amounts

9.2.1 If any portion of an amount invoiced to a Billed Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party may withhold payment of the disputed amount and notify the Billing Party it is withholding a disputed amount and the amount it is disputing ("Disputed Amount"). Within ninety (90) days of its receipt of the invoice containing such Disputed Amount, the Billed Party shall provide the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts on the invoice to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Billed Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2 %) per month or (ii) the highest rate of interest that may be charged under Ohio's applicable law. In addition, the Billing Party may suspend terminating traffic for the Billed Party if Disputed Amounts resolved to be due to the Billing Party are not paid within ninety (90) days after they are determined to be due, provided the Billing Party has given the Billed Party an additional thirty (30) days written notice and opportunity to cure the default. If the dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts on its next invoice following the date of resolution of the dispute.

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

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

9.3.2 If payment of undisputed amounts is not received thirty (30) days from the bill date, the Billing Party may provide written notice to the Billed Party that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15<sup>th</sup>) day following the date the Billed Party receives said notice. If the Billing Party does not refuse additional applications for service on the date specified in the notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter refuse additional applications for service without further notice.

9.3.3 If the Billed Party fails to make any payment following the notice under Section 9.3.2, the Billing Party may thereafter, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), discontinue the provision of existing services to the Billed Party at any time thereafter unless the Billed Party pays all amounts due within said thirty (30) day period. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not discontinue the provision of the services involved on the date specified in the Discontinuance Notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter discontinue the provision of the services to the Billed Party without further notice.

9.3.4 If payment is not received within ninety (90) days after the Discontinuance Notice given under Section 9.3.3, the Billing Party may terminate this Agreement.

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

#### 9.4 Billing Disputes of Paid Amounts

If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one (1) year after the receipt of a bill containing the Disputed Paid Amount ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing party will, within sixty (60) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 9.2.1 hereof.

9.5 Issues related to Disputed Amounts and Disputed Paid Amounts not resolved by the Parties shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

#### 9.6 Audits

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than

once per twelve (12) month period, to evaluate the other Party's accuracy of billing data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location designated by the audited party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

#### 9.7 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network. However, each Party may use alternative methods to record and/or validate terminating usage such as SS7 traffic measurement and identification devices. The records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information.

### 10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

### 11. Confidential Information

11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents ("Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon

advice of counsel, only in accordance with Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, provided that, if the request or disclosure includes Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

- 11.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 11.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this section 11.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

## **12. Fraud**

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's End User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

## **13. Dispute Resolution**

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute



resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

**13.1 Informal Resolution of Disputes.**

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

**13.2 Formal Dispute Resolution.**

If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the arbitration.

**13.3 Continuous Service.**

The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

**14. Entire Agreement.**

This Agreement, together with all exhibits, addenda, schedules and attachments hereto, including the Operations and Planning Handbook, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

**15. Expenses**

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

**16. Force Majeure**

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

**17. Good Faith Performance**

In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

**18. Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

**19. Headings**

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

**20. Independent Contractor Relationship**

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

## **21. Law Enforcement Interface**

- 21.1 With respect to requests for call content interception or call information interception directed at the End User Customer of the TSCCI or a Third Party Telecommunications Carrier, Orwell will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End User Customer of the other Party or a Third Party Telecommunications Carrier, the Party initially contacted shall direct the agency to the other Party.
- 21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

## **22. Liability and Indemnity**

### **22.1 DISCLAIMER**

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

### **22.2 Indemnification**

- 22.2.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") by End User Customers of the Indemnifying Party and other third persons, including a Third Party Telecommunications Carrier, for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, its employees, agents or contractors; and

(2) libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party's facilities by the Indemnifying Party or an End User Customer.

A Party's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of or in connection with the gross negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

22.2.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims by End User Customers or other third persons for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, the Indemnifying Party will promptly assume the defense of such Claim.

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

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

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

## 22.3 Limitation of Liability

22.3.1 Except for a Party's indemnification obligations under Section 22.2, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.3.2 Except as otherwise provided in Section 22, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others

acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3 Except for a Party's indemnification obligations under Section 22.2, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

#### 22.4 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third person alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

#### 23. Joint Work Product

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

#### 24. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

#### 25. No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

**26. Notices**

All notices to be given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

To: **TSCCI**

To: **ORWELL**

Lonnie D. Pedersen 2 Willipie St., PO Box 408 Wapakoneta, OH 45895	Director of Interconnection 1 Davis Farm Road Portland, ME 04103
With a copy to:	With a copy to: General Counsel 521 East Morehead St. Charlotte, NC 28202

or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or personal delivery; or (iii) five (5) days after mailing in the case of certified U.S. mail.

**27. Impairment of Service**

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of such other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over a Party's facilities or create hazards to the employees of either Party or to the public.

**28. Change in Law**

28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.

28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order,

rule, or regulation, (iv) a final non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions renegotiated by the Parties to reflect each such Amended Rule.

## **29. Regulatory Approval**

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

## **30. Taxes and Fees**

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided.

## **31. Trademarks and Trade Names**

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as

the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

**32. Non-Waiver**

Failure of either Party to insist on the performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

**33. Bankruptcy**

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

**34. Third Party Telecommunications Carrier Notification**

TSCCI shall notify Orwell of each Third Party Telecommunications Carrier that has contracted with TSCCI to provide physical interconnection, thirty (30) days prior to delivering traffic to Orwell.



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

("ORWELL")

By: Michael T. Skrivan

Name: Michael T. Skrivan

Title: Vice President Regulatory

Date: May 16, 2012

("TSCCI")

By: Lonnie D. Pedersen

Name: Lonnie D. Pedersen

Title: Chief Operating Officer

Date: MAY 9, 2012

## GLOSSARY

### 1. General Rule

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

### 2. Definitions

#### 2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

#### 2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

#### 2.3 AFFILIATE.

Shall have the meaning as set forth in the Act.

#### 2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

#### 2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

#### 2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

#### 2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including, but not limited to, an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office / Tandem Office Switch.

2.9 COMMISSION.

The Public Utilities Commission of Ohio.

2.10 COMMON CHANNEL SIGNALING (CCS).

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

2.11 DIGITAL SIGNAL LEVEL 1 (DS1).

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

2.12 DIGITAL SIGNAL LEVEL 3 (DS3).

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

2.13 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between TSCCI's switch (or its equivalent) and Orwell's switch.

2.14 END OFFICE SWITCH OR END OFFICE.

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

2.15 END USER CUSTOMER.

The residence or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties or indirectly through a Party by a Third Party Telecommunications Carrier.

2.16 END USER CUSTOMER LOCATION.

The physical location of the premises where an End User Customer makes use of Telephone Exchange Service.

2.17 EXCHANGE AREA.

Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.

2.18 FCC.

The Federal Communications Commission.

2.19 INFORMATION SERVICE.

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

2.20 INTEREXCHANGE CARRIER (IXC).

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

2.21 INTERLATA TRAFFIC.

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

2.22 INTRALATA TRAFFIC.

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

2.23 INTERNET PROTOCOL CONNECTION (IPC).

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

2.24 ISDN USER PART (ISUP).

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

2.25 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) who is physically located in an area within the local/EAS exchange of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's local/EAS exchange will be considered switched toll traffic and subject to access charges. IP-Enabled Traffic is not ISP-Bound Traffic.

2.26 JURISDICTIONAL INDICATOR PARAMETER (JIP).

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

2.27 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.28 LOCAL/EAS TRAFFIC.

Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange, or other mandatory local calling area (e.g., Extended Area Service (EAS) exchanges) associated with the originating End User Customer's exchange. The terms "Exchange" and "EAS Exchanges" and "Exchange Area" are defined and specified in the Orwell's General Subscriber Service Tariffs for the State of Ohio.

2.29 LINE INFORMATION DATABASE (LIDB).

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

2.30 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.31 LOCAL EXCHANGE ROUTING GUIDE (LERG).

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

2.32 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.33 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.34 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

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

2.35 POINT OF INTERCONNECTION (POI).

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

2.36 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has

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

2.37 RATE CENTER.

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

2.38 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Orwell and TSCCI currently utilize this out-of-band signaling protocol.

2.39 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.40 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Access Services.

2.41 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on TSCCI's network, and is transported through Orwell's Tandem to the Central Office of a third party TSCCI, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant Orwell Tandem to which TSCCI delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Access Service traffic is not Tandem Transit Traffic.

2.42 TARIFF.

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

2.43 TELCORDIA TECHNOLOGIES.

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

requirements for the telecommunications industry for products, services and technologies.

2.44 TELECOMMUNICATIONS CARRIER.

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

2.45 TELECOMMUNICATIONS SERVICE.

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

2.46 TELECOMMUNICATIONS TRAFFIC.

"Telecommunications Traffic" means Telecommunications Traffic exchanged between an Orwell and a Telecommunications Carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access.

2.47 TELEPHONE EXCHANGE SERVICE.

The term "telephone exchange service" shall have the meaning set forth in 47 U.S.C. Section 153 (47) of the Act.

2.48 THIRD PARTY TELECOMMUNICATIONS CARRIER.

A Telecommunications Carrier that is an authorized Local Exchange Carrier and who has contracted with TSCCI to provide physical interconnection with Orwell.

2.49 VOICE OVER INTERNET PROTOCOL (VoIP) OR IP-ENABLED TRAFFIC.

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

- (i) Voice traffic originating on an Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
- (ii) Voice traffic originated on the PSTN, and which terminates on an IPC.

## **Interconnection Attachment**



## 1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between Orwell and TSCCI for the purpose of the exchange of Local/EAS Traffic and ISP-Bound Traffic that is originated by an End-User Customer of one Party and is terminated to an End-User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End-User Customers physically located in the Exchange Area.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End-User Customers of the Parties pursuant to Sections 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.
- 1.3 Rate Arbitrage
  - 1.3.1 Each Party agrees that it will not knowingly provision any of its services or the services of a third party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on local interconnection trunks. This Rate Arbitrage includes, but is not limited to, third-party carriers, traffic aggregators, and resellers.
  - 1.3.2 If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End-User Customers or any entity to conduct Rate Arbitrage or that permits the End-User Customer or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the local interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable access charges to the other Party.
  - 1.3.3 If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. Upon request by Orwell, TSCCI shall be required to obtain any applicable

records of any customer or other third party utilizing TSCCI's interconnection with Orwell. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable once per calendar year.

## 2. Physical Connection

2.1 The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such Local/EAS Traffic and ISP-Bound Traffic, with the Point of Interconnection (POI) designated at Orwell's switch (XXXXXXXXXX).

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

2.3 Orwell and TSCCI may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic and ISP-Bound Traffic and toll traffic. Toll traffic will be provisioned on separate trunk groups within the same facility as Local/EAS Traffic and ISP-Bound Traffic. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 3.1.4 of this Attachment.

### 2.4 Physical Interconnection

#### 2.4.1 Trunk Types

##### 2.4.1.1 Local Interconnection Trunks

2.4.1.1.1 The Parties will establish local trunk groups for the exchange of Local/EAS Traffic and ISP-Bound Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS Traffic and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate toll traffic or originate untranslated traffic to service codes (e.g. 800,888) over Local Interconnection Trunks.

2.4.1.1.2 If the Parties' originated Local/EAS Traffic and ISP-Bound Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually

coordinate the provisioning and quantity of trunks to be utilized in this arrangement

#### 2.4.1.2 Toll Trunks

2.4.1.2.1 Toll traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such Toll Traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from Orwell's respective tariffs will apply to traffic terminated over the Toll Trunks.

#### 2.4.2 Fiber Meet Point

2.4.2.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a point of interconnection. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at the POI.

2.4.2.2 If both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, TSCCI and Orwell shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local/EAS Traffic and ISP-Bound Traffic *via* a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. TSCCI's fiber optic transmission equipment must be compatible with Orwell's equipment. Each Party reserves the right to determine the equipment it employs for service.

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

2.4.2.4 The Parties shall mutually agree upon the physical location of a Fiber Meet Point on the Orwell network within the borders of the Orwell Exchange Area. The Parties shall deliver its fiber optic facilities to the Fiber Meet Point. The Orwell shall make all necessary preparations to receive, and to allow and enable TSCCI to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.

2.4.2.5 TSCCI shall deliver and maintain its fiber strands wholly at its own expense. Upon request by TSCCI, Orwell shall allow TSCCI access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

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

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

2.5 Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days.

2.6 Facility Sizing:

The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. TSCCI will order trunks in the agreed-upon quantities *via* an Access Service Request ("ASR").

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

2.8 The TSCCI shall be responsible for establishing 911 trunks with the designated 911 vendor. TSCCI may purchase transport for such 911 trunks from Orwell subject to applicable Tariff rates.

2.9 Interface Types:

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

2.10 Programming:

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.

2.11 Equipment Additions:

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

### 3. Compensation

#### 3.1 Facilities Compensation

3.1.1 For Direct Interconnection Facilities, TSCCI may utilize a Fiber Meet Point if a Fiber Meet Point is agreed to by Orwell, lease facilities from Orwell or lease facilities from a third party to reach the POI.

3.1.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

3.1.3 If TSCCI chooses to lease Direct Interconnection Facilities from the Orwell to reach the POI, TSCCI shall compensate Orwell for such leased Direct Interconnection Facilities used for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with Orwell's network at the rates contained in the Pricing Attachment of this Agreement.

3.1.4 This section intentionally left blank.

3.1.5 In the event that TSCCI elects to offer service within Orwell's serving area using a switch located outside Orwell's serving area, TSCCI agrees to provide the interconnection facility for both Parties' traffic outside Orwell's contiguous serving area in which TSCCI offers service, at no charge to Orwell. Orwell will not compensate TSCCI for the shared interconnection facility beyond the POI in Orwell's contiguous serving area in which TSCCI offers service.

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

### 3.2 Traffic Termination Compensation

- 3.2.1 This Section 3.2 is expressly limited to the transport and termination of Local/EAS Traffic and ISP-Bound Traffic originated by and terminated to End-User Customers of the Parties in this Agreement. Both Parties agree that the traffic is roughly in balance and therefore compensation for Local/EAS Traffic and ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.
- 3.2.2 Compensation for toll/access traffic will be in accordance with each Party's access tariffs. In the event that TSCCI does not have a filed access tariff for access service, TSCCI agrees to utilize rates that do not exceed Orwell's tariffed access rates.
- 3.2.3 For Transit Traffic, where the transit function is provided by Orwell, TSCCI will be responsible for all transit charges. Orwell shall bill TSCCI for its originated Transit Traffic that is routed to Orwell tandem for delivery to a third party, where the switch homing arrangement for NPA/NXX is designated as Orwell's tandem switch per the Local Exchange Routing Guide (LERG). The rate for Transit Traffic is listed in the Pricing Attachment of this Agreement. TSCCI is responsible for negotiating any necessary interconnection arrangements directly with the third party. Orwell will not be responsible for any reciprocal compensation payments to TSCCI for Transit Traffic. Any Transit Traffic that is toll shall be governed by the Orwell's access tariffs.
- 3.3 For the purposes of this Agreement, Jurisdiction of IP-Enabled Traffic is determined by the physical location of the End-User Customer originating IP-Enabled Traffic, which is the geographical location of the actual Internet Protocol Connection (IPC), not the location where the call enters the Public Switched Telephone Network (PSTN). Signaling information associated with IP-Enabled Voice Traffic must comply with Section 5 of this Interconnection Attachment.
- 3.5 Neither Party shall represent toll Traffic as Local Traffic or as ISP-Bound Traffic for purposes of determining compensation for the call.

### 4. Routing

- 4.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.
- 4.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. The Parties agree that if a Party assigns telephone numbers from an NPA/NXX to an End-User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated, the physical location of the calling

and called End-User Customers shall be used to determine the jurisdiction of the Telecommunications Traffic for purposes of determining the appropriate compensation mechanism. Further, in order for End-User Customers to be considered physically located in the Rate Center such End-User Customers must have valid E911 service with a corresponding record in the serving ALI Database.

- 4.3 Neither Party shall route un-translated traffic to service codes (*e.g.*, 800, 888, 900) over the Local Interconnection Trunks.
- 4.4 N11 Codes: Neither Party shall route N11 codes (*e.g.*, 411, 611, 711, and 911) over dedicated facilities.

## 5. Signaling

- 5.1 Accurate Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided. Accurate CPN is:

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

- 5.1.2 CPN that has not been altered.

- 5.1.3 CPN that is not a charged party number.

- 5.1.4 CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.

- 5.1.5 CPN that is assigned to an active End-User Customer.

- 5.1.6 CPN that is associated with the Rate Center of the specific End-User Customer Location.

- 5.3 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. CPN shall be available for at least 95% of the calls. Signaling information shall be shared between the Parties at no charge to either Party.

- 5.4 Signaling Parameters:

Orwell and TSCCI are required to provide each other with the proper signaling information (*e.g.* originating accurate CPN, JIP, and destination called party

number, *etc.*) to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, Calling Party Category, Charge Number, *etc.* All privacy indicators will be honored. Both Parties will use the location routing number (LRN) associated with the originating number to populate the JIP field. In addition, each Party agrees that it is responsible for ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End-User Customer that originated and/or dialed the call.

5.5 Grade of Service:

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

6. Network Management:

6.1 Protective Controls:

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

6.2 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

6.3 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent,



such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- 6.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 6.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 6.3.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

**7. No Nomadic Traffic**

- 7.1 None of the traffic delivered by a Party to be terminated on the other Party's network will be traffic that originates from an IP device other than the End User's service location (Nomadic Traffic) unless otherwise certified in writing in advance by the Party sending the traffic to the other Party for termination. If Nomadic Traffic is found, it will be treated as toll traffic subject to access.

**8. Responsibility for IP-Enabled Traffic**

- 8.1 For purposes of this Agreement, if a Party converts traffic from IP to PSTN for termination to the PSTN network or converting PSTN traffic to IP for termination through an authorized Third Party Telecommunications Carrier as IP Enabled Traffic that Party is the Responsible Party for that traffic. TSCCI is the Responsible Party with respect to traffic originated by or terminated to TSCCI for the Third Party Telecommunications Carrier arrangement. The Responsible Party agrees to pay for all the Interconnection Facilities, Reciprocal Compensation and Access Charges associated with IP-PSTN traffic.

**9. Proper Classification of Traffic**

- 9.1 Nothing herein shall in any manner reduce or otherwise limit or discharge the Responsible Parties' obligations under the Agreement to properly classify Termination Traffic delivered under the Agreement in accordance with the terms of this Agreement and its Attachments, including but not limited to Section 1.3 of this Interconnection Attachment.
- 9.2 If the terminating Party determines in good faith in any month that any Termination Traffic originated by the Responsible Party is classified by the Responsible Party as traffic subject to the compensation rate for Local/EAS

Traffic or ISP-Bound Traffic by the terms of this Agreement, when in reality the traffic is subject to the terminating Party's or state or federal switched access tariff the Parties agree:

- 9.2.1 The terminating Party will provide sufficient call detail records or other information (including the reasons that the terminating Party believes the Termination Traffic *is* misidentified) to permit the Responsible Party to investigate and identify the traffic the terminating Party has determined is misidentified;
- 9.2.2 The Responsible Party shall correct the classification for such traffic and pay the appropriate tariffed switched access rates for the applicable traffic going forward, including for traffic terminated but not yet billed, and/or in a true-up amount for traffic already billed and paid; and
- 9.2.3 Where the appropriate classification of such traffic is indeterminable, such traffic will be rated in accordance with Section 10.0 or 11.0 of this Attachment, as appropriate.
- 9.2.4 In the event the Responsible Party disagrees with the terminating Party's determination that traffic has been misidentified, the Responsible Party will provide written notice of its Termination Traffic dispute within sixty (60) days of notification and providing all documentation that is the basis for Responsible Party's challenge of the terminating Party's claim. If the parties are not able to mutually agree as to the proper treatment of the traffic based upon the documentation produced, the dispute resolution procedures of this Agreement shall apply.

## 10. Unclassified Termination Traffic

- 10.1 The Parties acknowledge that certain traffic, due to the technical nature of its origination, may be properly transmitted without all the Signaling and Signaling Parameters pursuant to Section 5 of this Attachment. In such instances, the Parties agree that such Termination Traffic shall be considered "Unclassified Traffic" if the traffic can be affirmatively demonstrated to be missing proper Signaling and Signaling Parameters by means other than the Signaling and Signaling Parameters being stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned. Otherwise, the traffic shall be considered Misclassified Traffic as described below.
- 10.2 Provided that the percentage of Termination Traffic calls transmitted under this Agreement with accurate Signaling and Signaling Parameters including CNP and JIP in a given month is greater than or equal to 95%, any remaining calls (those transmitted without accurate Signaling and Signaling Parameters) will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement. If, however, the percentage of total

Termination Traffic calls transmitted with accurate Signaling and Signaling Parameters (including for this purpose any Misclassified Traffic) in a given month falls below 95%, the Originating Party agrees to pay the terminating Party's intrastate access rates for all Unclassified Traffic for the applicable month.

**11. Misclassified Traffic**

- 11.1 As used in this Agreement, "Misclassified Traffic" shall mean Termination Traffic that has Signaling and Signaling Parameters stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned.
- 11.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the Responsible Party agrees to pay the terminating Party's intrastate access rates with respect to all Misclassified Traffic.
- 11.3 Notwithstanding anything herein to the contrary, the Parties agree that if more than two percent (2%) of the total Termination Traffic exchanged by the Responsible Party under this Agreement in any month is Misclassified Traffic, the Responsible Party shall be in Default of this Agreement, subject to Section 3 of the General Terms and Conditions.

**Local Number Portability (LNP) Attachment**

## Local Number Portability

### 1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is 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. Under this Agreement, the new Telecommunications Carrier must directly provide Telephone Exchange Service to the End User Customer porting the telephone number. In order for a port request to be valid, the End User Customer must retain his or her original number; be located either at the same location or at a location within the same Rate Center Area before and after the port; and be served directly by the Telecommunications Carrier requesting the port or the Third Party Telecommunications Carrier with a Telecommunications Service.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability *via* LRN.
- 1.3 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under this Agreement.
- 1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines.
- 1.5 Service Management System (SMS) Administration.  
The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).
- 1.6 Signaling.  
In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.7 N-1 Query.

Neither Party offers default query service so non-queried calls will be returned to the N-1 carrier.

1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 CF.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Splitting of Number Groups.

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

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2.0 **Coordinated Cutovers.**

2.1 For LNP Coordinated Hot Cuts ("CHC"), TSCCI may request a desired due date and time. These will be considered coordinated orders. TSCCI must indicate a request for CHC on the LNP request form to request a coordinated order. Orwell will not apply a 10-digit trigger upon porting telephone numbers to TSCCI network. Labor charges for CHCs are listed in the Pricing Attachment to this Agreement. Orwell offers two types of coordination:

2.1.1 Any Time:

Order to be worked anytime during the day on the due date but LEC must notify TSCCI when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

- 2.2 If coordination is requested, TSCCI will be required to call the Orwell forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. Orwell reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and time. Prior to the forty-eight (48) hour Coordination Call, Orwell will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the TSCCI, it will be assumed that the TSCCI is not ready and the order will not be completed on the requested due date and time. If TSCCI does not contact Orwell within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

**3.0 Late Notification Changes - Due Date, Coordination.**

- 3.1 Orwell will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:
- 3.1.1 If Orwell personnel have to wait more than fifteen (15) minutes for TSCCI to join the scheduled call for the CHC, then TSCCI shall be responsible to reimburse LEC for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each personnel involved in the call.
- 3.1.2 If TSCCI contacts Orwell to reschedule the CHC call less than forty-eight (48) hours from the scheduled CHC call time, TSCCI will be responsible to reimburse Orwell for all costs incurred to date on the CHC order.
- 3.1.3 Once the scheduled call is underway, and personnel from both TSCCI and Orwell are present on the call, should TSCCI incur a problem that would delay the conversion, Orwell will provide TSCCI reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in Orwell charging TSCCI for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

**4.0 Obligations of Both Parties.**

- 4.1 TSCCI is responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.
- 4.2 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier who is the code holder or block holder.
- 4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.
- 4.4 Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.
- 4.5 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 upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
- 4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, *e.g.* E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the end-user's telephone number to their switch.



**Pre-Ordering, Ordering, Provisioning,  
Maintenance and Repair Attachment**

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

### 1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2. Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's permission, and that the requesting party has verification from the customer *via* Third Party Verification, a Letter of Authorization (LOA), *etc.* that the customer has agreed to the release of this information.
- 1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with the procedures set out in the handbook or website listed in Section 1.4 of this attachment.
- 1.4. Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information.
- 1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information *via* Fax. Parties may mutually agree to add other forms of the information exchange such as e-mail.
- 1.6. The Parties agree not to view, copy, or otherwise obtain access to the End User Customer record information of any customer without that End User Customer's permission. The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If there is a customer complaint or an unusual request for CSRs (*i.e.* all business customers or a large increase in volume), the Parties reserve the right to audit each other's verification information on access to End User Customer record information. If the audit reveals that the End User Customer record information was obtained without the audited Party having obtained the proper legal permission (*e.g.*, Third Party Verification or LOA), the auditing Party upon reasonable notice to the audited Party may take such corrective action as permitted by state and federal law. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

### 2. ORDERING

#### 2.1. Ordering

- 2.1.1. The New Service Provider (NSP) shall place orders for services by submitting a local service request ("LSR") to the Old Service Provider (OSP). The OSP shall bill the NSP a service order charge as specified in this Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").
- 2.1.2. The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

**2.2. Provisioning.**

- 2.2.1. The Parties shall provision services during its regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment of this Agreement.
- 2.2.2. Cancellation Charges. If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.
- 2.2.3. Expedited Service Date Charges. For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge is listed in the Pricing Attachment.
- 2.2.4. Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in this agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.
- 2.2.5. Access to Inside Wire. TSCCI is responsible for accessing customer premise wiring without disturbing Orwell plant or facilities. In no case shall TSCCI remove or disconnect the loop facilities, or ground wires from the Orwell NIDs, enclosures, or protectors. If TSCCI removes Orwell loop in violation of this Agreement, TSCCI will hold Orwell harmless for any liability associated with the removal of the ORWELL loop or ground wire from the Orwell NID. Furthermore, TSCCI shall not remove or disconnect NID modules, protectors, or terminals from Orwell NID enclosures.

**3. MAINTENANCE AND REPAIR**

- 3.1.1. Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.
- 3.1.2. If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party

will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.

#### 4. SERVICE STANDARDS

Both Parties will comply with the Minimum Telephone Service Standards set forth in Ohio Adm. Code 4901:1-5, when providing service to the other party.

#### 5. RATES

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

#### 6. MISCELLANEOUS

##### 6.1 Customer Transfer.

- 6.1.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance activity conducted pursuant to this agreement should follow the applicable industry standards which include: Local Service Ordering Guidelines (LSOG) developed in the Ordering and Billing Forum (OBF) at the Alliance of Telecommunications Industry Solutions (ATIS) and approved North American Numbering Council (NANC) procedures and guidelines concerning Local Number Portability (LNP) processes.
- 6.1.2 When notification is received from the New Service Provider that a current End User Customer of Old Service Provider will subscribe to New Service Provider's service, standard service order intervals for the appropriate class of service will apply.
- 6.1.3 The New Service Provider will be the single point of contact with Old Service Provider for all subsequent ordering activity resulting in additions or changes to services except that Old Service Provider will accept a request directly from the End User for conversion of the End User Customer's service from New Service Provider to Old Service Provider.
- 6.1.4 If either Party determines that an unauthorized change in local service has occurred, the End User Customer's authorized local service provider will re-establish service with the End User Customer and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

6.2 Misdirected Calls.

- 6.2.1 The Parties will employ the following procedures for handling any misdirected calls (*e.g.*, Business office, repair bureau, *etc.*):
- 6.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 6.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 6.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.3 Letter of Authorization.

- 6.3.1 The Parties agree that it will not submit an order to move an End User Customer's service from one Party to the other Party without the End User Customer's permission, and that the requesting Party has verification from the End User Customer *via* Third Party Verification, a Letter of Authorization (LOA), *etc.* that the End User Customer has agreed to the change in service. The OSP will not require End User Customer confirmation prior to establishing service for NSP's End User Customers.
- 6.3.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User Customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for End User Customers change in service providers.
- 6.3.3 If, based on an End User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End User Customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized.

- 6.4 Pending Orders. Orders placed in the hold or pending status by New Service Provider will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, New Service Provider shall be required to submit a new service request. Incorrect or invalid requests returned to New Service Provider for correction or clarification will be held for thirty (30) calendar days. If New Service Provider does not return a corrected request within thirty (30) calendar days, Old Service Provider will cancel the request.
- 6.5 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 6.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in two (2) business days.
- 6.7 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

## ANCILLARY SERVICES ATTACHMENT



## **1. 911/E-911 Arrangements**

- 1.1 Orwell utilizes Embarq for the provision of 911/E-911 services. TSCCI is responsible for connecting to Embarq and populating the ALI 911 database. All relations between Embarq and TSCCI are totally separate from this Agreement and Orwell makes no representations on behalf of Embarq.
- 1.2 Orwell will not be liable for errors with respect to TSCCI's provision of 911/E-911 services to TSCCI's End User Customers.

## **2. Street Address Guide (SAG)**

The county 911 coordinator maintains the Street Address Guide for the geographic area of Orwell therefore TSCCI must obtain SAG from the appropriate county 911 coordinator in Ashtabula, Henry & Putnam Counties counties.

## **3. Telephone Relay Service**

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

## **4. Directory Listings and Directory Distribution**

- 4.1 TSCCI will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with Orwell's vendor for directory publications.

### **Listings**

- 4.2 TSCCI agrees to supply directly to the Orwell's directory publisher vendor on a regularly scheduled basis, and in a format prescribed by the directory publisher, all listing information for TSCCI's subscribers who wish to be listed in any Orwell published directory for the relevant operating area. Listings include a name, physical address, and seven (7) digit or ten (10) digit telephone numbers listing. The data file shall be submitted by TSCCI in the Complete Alpha Transfer System (CATS) format via File Transfer Protocol (FTP) Nothing in this Agreement shall require Orwell to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with directory publisher's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as Orwell's listings.

### **Distribution**

- 4.4 Each Party will be responsible to obtain directories from the directory publisher and for distributing the directories to its respective End User customers. Neither Party

will impede the other Party in distribution of directories to its respective End User Customers.

#### **Directory Error and Omissions**

- 4.5 TSCCI hereby agrees to release, defend, hold harmless, and indemnify Orwell from and against any and all claims, losses, damages, suits or other actions, or any liability whatsoever, or suffered, made instituted, or asserted by any person arising out of Orwell's and/or its directory publisher's listing information provided by Orwell hereunder or from or against any and all claims, losses, damages, suits or other actions, or any liability whatsoever or suffered, made instituted, or asserted by any person due to errors or omissions in Orwell's subscriber listing information, including but not limited to special, indirect, consequential, punitive or incidental damages. Orwell will not be a party to any controversies arising between TSCCI and its End User Customers and others as a result of listings published in the directory.
- 4.6 Nothing in this Section 4 shall require or obligate Orwell to provide a greater degree of service to a TSCCI End User Customer with respect to directory listings and publishing than those that Orwell provides to its End User Customers.

Exhibit A

## Pricing Attachment

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement.

A. Direct Interconnection Facilities:

Rates charged by Columbus Grove are as filed in the NECA FCC Tariff No. 5.

B. Transit Traffic Rate: \$0.005285 / min.

C. General Charges:

1. Service Order Charge (LSR)\*\* \$ 25.00 / request
2. Service Order Cancellation Charge\*\* \$ 12.00 / request
3. Service Order Change Charge\*\* \$ 12.00 / request
4. Expedited Due Date Charge\*\* \$ 45.00 / request
5. Technical Labor:\*\*

Install & Repair Technician:

Basic Time (normally scheduled hours) \$ 24.57 / ½ hr  
 \*Overtime (outside normally schld hrs on schld work day) \$ 36.85 / ½ hr  
 \*Premium Time (outside of scheduled work day) \$ 49.13 / ½ hr

Central Office Technician:

Basic Time (normally scheduled hours) \$ 28.97 / ½ hr  
 \*Overtime (outside normally schld hrs on schld work day) \$ 44.96 / ½ hr  
 \*Premium Time (outside of scheduled work day) \$ 59.95 / ½ hr

LNP Coordinator:

Basic Time (normally scheduled hours) \$ 43.82 / ½ hr  
 \*Overtime (outside normally schld hrs on schld work day) \$ 64.99 / ½ hr  
 \*Premium Time (outside of scheduled work day) \$ 86.65 / ½ hr

Administrative Support:

Basic Time (normally scheduled hours) \$ 13.65 / ½ hr  
 \*Overtime (outside normally schld hrs on schld work day) \$ 20.47 / ½ hr  
 \*Premium Time (outside of schedule work day) \$ 27.29 / ½ hr

6. Rates and Charges for LNP Coordinated Hot Cut (CHC) Per Sections 2 and 3 of the LNP Attachment, charged time will be in half hour increments for the personnel involved in the CHC at the rates in Section 5 above.

\* Minimum 4 hours when a technician is called out during Overtime or Premium Time.

\*\* These charges are reciprocal and apply to both Columbus Grove and COI.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**Case No(s). 12-1707-TP-NAG**

Summary: Application for approval of Negotiated Agreement electronically filed by Carolyn S Flahive on behalf of The Orwell Telephone Company