

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 an Application for Approval of the
Interconnection Agreement negotiated between TSC and
AT&T.

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)

TRF Docket No. 90-5039-TP-TRF

Case No. 20-1122-**TP** - NAG

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

Name of Registrant(s) Telephone Service Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 2 Willipie St., PO Box 408

Company Web Address telserco.com

Regulatory Contact Person(s) Kimberly C. Klingler

Phone 4197392296

Fax 4197392299

Regulatory Contact Person's Email Address kimk@telserco.com

Contact Person for Annual Report Lonnie D. Pedersen

Phone 4197392227

Address (if different from above) _____

Consumer Contact Information Denise Raney

Phone 4197392295

Address (if different from above) _____

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 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

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14 (C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G)(0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (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"/>
Date Notice Sent: August 1, 2016				

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	Telecommunications Service Provider Not Offering Local	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"/> UNC <u>1-6-09</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	Telecommunications Service Provider Not Offering Local
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"/> UNC <u>1-7-04 or 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)	
Wireless Providers See 4901:1-6-24	<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.

AFFIDAVIT *Compliance with Commission Rules*

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

Lonnie D. Pedersen
(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) 3-JUNE at (Location) 2 Willipie St., Wapakoneta, Ohio

*(Signature and Title) [Signature]

(Date) 6/3/2020

- 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.

VERIFICATION

I, Kimberly C Klingler 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) Kimberly C Klingler Business Manager (Date) 6/2/20

*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.

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

May 20, 2020

Dan Le
Lead Carrier Relations Manager
AT&T
1 AT&T Way, Room 4A123
Bedminster, NJ 07921
Email: DL1728@att.com
Tel: (908) 234-4354

Re: Agreement of adoption of an approved interconnection agreement (Case # 14-1389-TP-NAG)
pursuant to 47.U.S.C. 252(i).

Dear Mr. Le,

Telephone Service Company (TSC) has received your notice stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), AT&T wishes to adopt the terms of the Interconnection Agreement between Time Warner Cable Information Services (Ohio), LLC and Telephone Service Company ("TSC") that was approved by the Public Utilities Commission of Ohio as an effective Agreement (the "Terms") in the state of Ohio on November 12, 2014 (Case # 14-1389-TP-NAG). Please note the following with respect to your adoptions of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. AT&T adopts the Terms of the Time Warner Cable agreement for Interconnection with TSC and in applying the Terms, agrees that AT&T shall be substitute in place of Time Warner Cable in the Terms wherever appropriate.
2. AT&T requests that notices to AT&T as may be required under the Terms shall be provided as follows:

Legal/Interconnection Agreement/Tax/Network Traffic Management Notices:

To:

Dan Le
Lead Carrier Relations Manager
AT&T
1 AT&T Way, Room 4A123
Bedminster, NJ 07921
Email: DL1728@att.com
Tel: (908) 234-4354

With a copy to:

David Handal
Sourcing Operations Director
AT&T
1 AT&T Way, Room 4A105
Bedminster, NJ 07921
Email: david.handal@att.com
Tel: (908) 234-3707

3. TSC requests that notice to TSC as may be required under the Terms shall be provided as follows:

Legal/Interconnection/Tax/Network Traffic Management Issues Notices:

To:

TSC
Lonnie D. Pedersen
2 Willipie Street
PO Box 408
Wapakoneta, OH 45895
Phone Number: (419) 739-2227
Fax: (419) 739-2299
Email: lonnie@telserco.com

With a copy to:

Kimberly C. Klingler
2 Willipie Street
PO Box 408
Wapakoneta, OH 45895
Phone Number: (419) 739-2296
Fax: (419) 739-2299
Email: kimk@telserco.com

4. AT&T represents and warrants that it is licensed to provide local telecommunications service in TSC's serving area in the state of Ohio, and that its adoption of the Terms will be applicable to services in TSC's serving area in the state of Ohio only.
5. AT&T's adoption of the Time Warner Cable Terms shall become effective upon approval of this Agreement by the Public Utilities Commission of Ohio and shall terminate simultaneous with the termination of the Time Warner Cable Agreement.
6. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, TSC does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by TSC of the Terms does not in any way constitute a waiver by TSC of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of AT&T's 252(i) election.

7. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, state, or local governmental authority. To the extent required by any such subsequently prescribed law, rule or regulation the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule or regulation. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revision to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or court of competent jurisdiction.
8. AT&T agrees that AT&T's adoption of the Time Warner Cable Agreement shall supersede and replace in full any and all prior agreements, written, or oral between AT&T and TSC.
9. Pursuant to the Terms, TSC reserves the right to request, at its discretion, a security deposit equal to two months estimated billing.
10. TSC reserves the right to deny AT&T's adoption and/or application of the Terms, in whole or in part, at any time:
 - a. When the costs of providing the Terms to AT&T are greater than the costs of providing the it to Time Warner Cable;
 - b. If the provision of the Terms to AT&T is not technically feasible; and/or to the extent AT&T already has an existing Interconnection Agreement (or existing 252(i) adoption) with TSC and the Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);
11. Should AT&T attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, TSC reserves its rights to seek appropriate legal and/or equitable relief.

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

Telephone Service Company (TSC)


Lonnie Pedersen May 26, 2020 14:09 EDT

(Signature)

Lonnie Pedersen

(Print Name)

Chief Operating Officer


(Print Title)

May 26, 2020

(Date)

Reviewed and countersigned:

AT&T


DAN LE (May 21, 2020 12:14 EDT)

(Signature)
Dan Le

(Print Name)
Lead Carrier Relations Manager

(Print Title)
May 21, 2020

(Date)

INTERCONNECTION AGREEMENT

BETWEEN

TELEPHONE SERVICE COMPANY

AND

TIME WARNER CABLE INFORMATION
SERVICES (OHIO), LLC

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GLOSSARY ATTACHMENT

INTERCONNECTION ATTACHMENT

LOCAL NUMBER PORTABILITY ATTACHMENT

ANCILLIARY SERVICES ATTACHMENT

PRE-ORDERING, ORDERING, MAINTENANCE AND REPAIR ATTACHMENT'

PRICING ATTACHMENT

THIS AGREEMENT ("Agreement") is entered as of its Effective Date, by and between Time Warner Cable Information Services (Ohio), LLC ("CLEC") with offices at 60 Columbus Circle, New York, New York 10023 and Telephone Service Company ("ILEC") with offices at 2 Willipie Street, Wapakoneta, Ohio 45895. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

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

WHEREAS, CLEC is a competitive local exchange telecommunications company authorized to provide Telecommunications Services in the State of Ohio; 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, ILEC and CLEC agrees 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 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange Information Services traffic. CLEC agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic, whether originated by CLEC or a Last Mile Provider, and that any exchange of Information Service traffic will be incidental to the Parties' exchange of Telecommunications Traffic. The FCC has not determined whether VoIP or IP-Enabled Traffic is a Telecommunications Service or an Information Service. For the purposes of this Agreement, VoIP or IP-Enabled Traffic shall be treated as Telecommunications Service voice traffic. If the FCC determines that VoIP or IP-Enabled Traffic is other than Telecommunications Service and VoIP or 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 27 of the general terms and conditions of this Agreement.
- 1.3 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange interexchange toll traffic. CLEC agrees that it is requesting and will use this arrangement for the sole purpose of exchanging Local/EAS Traffic and that any exchange of toll traffic will be subject to the appropriate access charges per each Party's tariffs.

2 Term of the Agreement

- 2.1 This Agreement will commence on the Effective Date, and will continue in effect for three (3) years and will automatically renew for successive one (1) year terms, unless either Party requests renegotiation or gives notice of termination at least one hundred twenty (120) days prior to the expiration date of the initial or any renewal term.
- 2.2 Requests must be in the form of a written notice to the other Party. If prior to the expiration of this Agreement, a Party requests the negotiation of a subsequent agreement ("Renegotiation Request") 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.
- 2.3 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. In the event that ILEC terminates this Agreement as provided above, ILEC shall continue to offer all services to CLEC previously available under this Agreement pursuant to the terms, conditions and rates of ILEC's then current Tariffs and CLEC shall continue to offer all services to ILEC previously available under this Agreement pursuant to the terms, conditions and rates of CLEC's then current Tariffs, rates sheets or applicable contracts.
- 2.4 If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice.
- 2.5 If either Party provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either Party has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between the Parties; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination, or (c) as may be mutually agreed by the Parties, unless an arbitration petition for a successor agreement has been filed by either Party, in which case (a) applies.
- 2.5.1 A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or

- 2.5.2 An existing agreement between ILEC and another carrier adopted by CLEC 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 the general terms and conditions.
- 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 Contacts

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

5 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 nontransferring 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 Billing and Payment

8.1 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.

8.2 Billing Disputes Related to Unpaid Amounts

8.2.1 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.

- 8.3 Except for Disputed Amounts pursuant to Section 8.2 herein, the following shall apply:
- 8.3.1 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 (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Ohio's applicable law.
 - 8.3.2 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 (15th) 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.
 - 8.3.3 If the Billed Party fails to make any payment following the notice under Section 8.3.2, 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 undisputed amounts due within said thirty (30) day period. Notice shall be as provided in Section 25 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.

8.3.4 If payment is not received within ninety (90) days after the Discontinuance Notice given under Section 8.3.3, the Billing Party may terminate this Agreement.

8.3.5 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.

8.4 Billing Disputes of Paid Amounts

8.4.1 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 8.2.1 hereof.

8.5 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 12 of this Agreement.

8.6 Audits

8.6.1 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 a single location designated by the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v)

in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

8.7 Recording

8.7.1 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.

9 Compliance with Laws and Regulations

9.1 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.

10 Confidential Information

10.1 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 10.2 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 10.2.

- 10.2 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 10.1 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 10.2 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.

- 10.2.1 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.

11 Fraud

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

12 Dispute Resolution

- 12.1 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.

- 12.2 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.
- 12.3 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.
- 12.4 Continuous Service. The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

13 Entire Agreement

- 13.1 This Agreement, together with all attachments hereto, 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 terms of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

14 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.

15 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.

16 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.

17 Governing Law

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

18 Headings

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

19 Independent Contractor Relationship

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

20 Law Enforcement Interface

- 20.1 With respect to requests for call content interception or call information interception directed at the End User Customer of CLEC or a Last Mile Provider, ILEC will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End User Customer of the other Party or a Last Mile Provider, the Party initially contacted shall direct the agency to the other Party.
- 20.2 Notwithstanding 20.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

21 Liability and Indemnity

- 21.1 **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.
- 21.2 **Indemnification**
- 21.2.1 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 Last Mile Provider, 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.
- 21.2.2 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 Indemnified 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.

21.2.3 Limitation of Liability

21.2.4 Except for a Party's indemnification obligations under Section 21.2, 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.

21.2.5 Except as otherwise provided in Section 21, 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.

21.2.6 Except for a Party's indemnification obligations under Section 21.2, 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.

21.3 Intellectual Property

21.3.1 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.

22 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.

23 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.

24 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.

25 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:

Time Warner Cable Information Services (Ohio), LLC (CLEC) Julie Laine Group Vice President & Chief Counsel, Regulatory Time Warner Cable 60 Columbus Circle New York, NY 10023 Tel: 212-364-8482 Fax: 704-973-6239 Email: Julie.Laine@twcable.com	Telephone Service Company (ILEC) Lonnie D. Pedersen Chief Operating Officer 2 Willipie Street, PO Box 408 Wapakoneta, Ohio 45895
With a copy to: Maribeth Bailey Time Warner Cable 60 Columbus Circle New York, New York 10023 Tel: 212-364-8440 Fax: 704-973-6222 Email: Maribeth.bailey@twcable.com	With a copy to: Kimberly Klingler Regulatory TSC 2 Willipie Street, PO Box 408 Wapakoneta, Ohio 45895 Tel: 419-739-2296 Fax: 419-739-2299 Email: Kimk@telserco.com

or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the 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.

26 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 communication carried over a Party's facilities or create hazards to the employees of either Party or to the public.

27 Change in Law

27.1 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.

- 27.2 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 there under 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.

28 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).

29 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.

30 **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.

31 **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.

32 **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 in accordance with Section 3 herein.

33 **Last Mile Provider Notification**

CLEC shall notify ILEC of each Last Mile Provider that has contracted with CLEC to provide physical interconnection, thirty (30) days prior to delivering traffic to ILEC.

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

Time Warner Cable Information Services
(Ohio), LLC

Telephone Service Company



By 

Printed: DAVID FLESSAS

Printed: T. Nelson

cc: SVP, TDDRK, DALLAS, SVP, Title:

Date: 7-24-14

Date: 7-24-14

Glossary Attachment

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:

1 Definitions

- 1.1 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.
- 1.2 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.
- 1.3 AFFILIATE. Shall have the meaning as set forth in the Act.
- 1.4 APPLICABLE LAW. All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.
- 1.5 AUTOMATIC NUMBER IDENTIFICATION (ANI). The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.
- 1.6 CALLING PARTY NUMBER (CPN). A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.
- 1.7 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.
- 1.8 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.
- 1.9 COMMISSION. The Public Utilities Commission of Ohio.

- 1.10 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.
- 1.11 DIGITAL SIGNAL LEVEL 1 (DS1). The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 1.12 DIGITAL SIGNAL LEVEL 3 (DS3). The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.13 DIRECT INTERCONNECTION FACILITIES. Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.
- 1.14 EFFECTIVE DATE. Means the date upon which this Agreement is executed by the last Party to sign it.
- 1.15 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.
- 1.16 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 through a Party by a Last Mile Provider.
- 1.17 END USER CUSTOMER LOCATION. The physical location of the premises where an End User Customer makes use of Telephone Exchange Service.
- 1.18 EXCHANGE AREA. Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.
- 1.19 EXTENDED AREA SERVICE ("EAS"). Means flat-rate or usage sensitive telecommunications service, permitting subscribers of a given exchange to place calls to and receive calls from one or more other exchanges without being assessed message toll service charges for each call.
- 1.20 FCC. The Federal Communications Commission.
- 1.21 INFORMATION SERVICE. The term shall be as defined in the Act. (47 U.S.C. §153(20)).
- 1.22 INTEREXCHANGE CARRIER (IXC). A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

- 1.23 INTERLATA TRAFFIC. Telecommunications toll traffic that originates in one LATA and terminates in another LATA.
- 1.24 INTRALATA TRAFFIC. Telecommunications toll traffic that originates and terminates in the same LATA.
- 1.25 INTERNET PROTOCOL CONNECTION (IPC). The physical location where end-user information is originated or terminated utilizing internet protocol.
- 1.26 ISDN USER PART (ISUP). A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.27 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. VoIP or IP-Enabled Traffic is not ISP-Bound Traffic.
- 1.28 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.
- 1.29 LAST MILE PROVIDER. A Last Mile Provider is any company that owns a physical wireline connection between the End User Customer and CLEC and has an agreement with CLEC.
- 1.30 LOCAL ACCESS AND TRANSPORT AREA (LATA). Shall have the meaning set forth in the Act
- 1.31 LOCAL TRAFFIC. Pursuant to Ohio Adm. Code 4901:1-7-12(C)(1), Local Traffic is any call originating and terminating within the boundary of the ILEC's local calling area. The local calling area of the ILEC shall include non optional EAS approved by the Commission while excluding optional EAS arrangements.
- 1.32 LINE INFORMATION DATABASE (LIDB). One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.* Billed Number Screening.

- 1.33 LOCAL EXCHANGE CARRIER (LEC). Shall have the meaning set forth in the Act.
- 1.34 LOCAL EXCHANGE ROUTING GUIDE (LERG). The Telcordia Technologies reference customarily used to identify NPNXXX routing and homing information, as well as network element and equipment designation.
- 1.35 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.
- 1.36 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.
- 1.37 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.
- 1.38 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 ILEC network. Each Party shall be responsible for all costs on its respective side of the POI.
- 1.39 RATE CENTER AREA. A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.
- 1.40 RATE CENTER. A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.
- 1.41 SIGNALING SYSTEM 7 (SS7). The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone

and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

- 1.42 SWITCHED ACCESS SERVICE. The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.
- 1.43 TANDEM SWITCH. A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Access Services.
- 1.44 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC. Telephone Exchange Service traffic that originates on CLEC's network, and is transported through ILEC's Tandem over Direct Interconnection Facilities to the Central Office of a third party, ILEC local switches, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant ILEC Tandem to which CLEC 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.
- 1.45 TARIFF. Any applicable Federal or State tariff of a Party, as amended from time to time.
- 1.46 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.
- 1.47 TELECOMMUNICATIONS CARRIER. Has the meaning set forth in 47 U.S.C. § 153(44)
- 1.48 TELECOMMUNICATIONS SERVICE. Has the meaning set forth in 47 U.S.C. § 153(53)
- 1.49 TELECOMMUNICATIONS TRAFFIC. Has the meaning set forth in 47 U.S.C. § 251(b)(5).

- 1.50 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.
- 1.51 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 ILEC and CLEC 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 ILEC, CLEC shall be required to obtain any applicable records of any customer or other third party utilizing CLEC's interconnection with ILEC. 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 Except as provided for in Section 2.5 below, 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 ILEC's switch (WPKNOHXA00T).

2.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way SS7 interconnection trunks.

2.3 ILEC and CLEC 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 3.1.3 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 ILEC'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 POL

2.4.2.2 If both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local/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. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment. Each Party reserves the right to determine the equipment it employs for service.

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

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

2.4.2.5 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.

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

- 2.5 The 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 not under the case of an emergency or temporary equipment failure, 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. CLEC will order trunks in the agreed-upon quantities via an Access Service Request ("ASR").
- 2.7 If CLEC's request requires ILEC to build new facilities (*e.g.*, installing new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.
- 2.8 CLEC shall be responsible for establishing 911 trunks with the designated 911 vendor. CLEC may purchase transport for such 911 trunks from ILEC 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 Intercarrier Compensation

3.1 Facilities Compensation

- 3.2 For Direct Interconnection Facilities, CLEC may utilize a Fiber Meet Point if a Fiber Meet Point is agreed to by ILEC, lease facilities from ILEC or lease facilities from a third party to reach the POI.

- 3.3 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.
- 3.4 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with ILEC's network at the rates contained in the Pricing Attachment of this Agreement.
- 3.5 In the event that CLEC elects to offer service within ILEC's serving area using a switch located outside ILEC's serving area, CLEC agrees to provide the interconnection facility for both Parties' traffic outside ILEC's contiguous serving area in which CLEC offers service, at no charge to ILEC. ILEC will not compensate CLEC for the shared interconnection facility beyond the POI in ILEC's contiguous serving area in which CLEC offers service.
- 3.6 In the event ILEC is required to modify its network beyond capacity additions consistent with 2.6 above, to accommodate the interconnection request made by CLEC, CLEC agrees to pay ILEC reasonable charges for such modifications. If CLEC uses a third party network provider to reach the POI, CLEC will bear all third party carrier charges for facilities and traffic in both directions.
- 3.7 Traffic Termination Compensation
- 3.7.1 Local Traffic, EAS Traffic, and ISP-Bound Traffic. The Parties agree to terminate each other's Local Traffic, EAS Traffic, and ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis. Each Party will be entitled to retain all revenues it generates from its End-User Customers for the exchange of such traffic, and neither Party will be required to compensate the other Party for the exchange of such traffic.
- 3.7.2 Termination of IntraLATA Toll Traffic. Each Party will compensate the other Party for termination of IntraLATA Toll Traffic in accordance with the FCC USF-Intercarrier Compensation Reform Order. The rate charged by one Party to the other Party for the termination of IntraLATA Toll Traffic shall not exceed the rate charged by the other Party.
- 3.7.3 Termination of InterLATA Traffic. The Parties will exchange InterLATA Traffic either by routing such to an IXC or by using standard Feature Group D trunking. In the latter event, the Parties will compensate the other for InterLATA Traffic exchanged directly between them in accordance with the FCC USF-Intercarrier Compensation Reform Order. The rate charged by

one Party to the other Party for the termination of InterLATA Traffic shall not exceed the rate charged by the other Party.

- 3.7.4 For Transit Traffic, where the transit function is provided by ILEC, the originating Party will be responsible for all transit charges. ILEC shall bill CLEC for its originated Transit Traffic that is routed to ILEC tandem for delivery to a third party, where the switch homing arrangement for NPA/NXX is designated as ILEC's tandem switch per the Local Exchange Routing Guide (LERG). The rate for Transit Traffic is listed in the Pricing Attachment of this Agreement. CLEC is responsible for negotiating any necessary interconnection arrangements directly with the third party. ILEC will not be responsible for any reciprocal compensation payments to CLEC for Transit Traffic. Any Transit Traffic that is toll shall be governed by the ILEC's access tariffs.
- 3.7.5 Interconnected VoIP Service Traffic originated by an End-User Customer of one Party in an exchange on that Party's network and terminated to an End-User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating End User Customer's exchange, as defined by ILEC's applicable local exchange Tariff, shall be included in Local Traffic. Interconnected VoIP Service Traffic directed to a terminating End -User Customer physically located outside the originating End-User Customer's Local Calling Area will be considered Toll Traffic.
- 3.7.6 For purpose of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to traffic originated or terminated by their End User Customers, CLEC shall adopt the Rate Center areas and rating points that the Commission has approved for the ILECs. In addition, CLEC shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If CLEC only obtains thousands blocks instead of whole NPA/NXX codes, those thousand blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.
- 3.7.7 The Party's agree there will be no VNXX traffic established under this Agreement.
- 3.7.8 As set forth in Sections 3.4.4 of this Attachment, Interconnected VoIP Service Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party ("CPN") and Jurisdictional Indicator Parameter ("JIP") of the originating Interconnected VoIP Service Traffic shall indicate the geographical location or the actual IP caller location, not the location where the call enters the PSTN.
- 3.7.9 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days' notice to the other Party, shall correct the routing of any traffic that is routed in a manner inconsistent with the terms of this

Agreement by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.

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, 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.

- 5.2 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 90% of the calls. Signaling information shall be shared between the Parties at no charge to either Party.
- 5.3 Signaling Parameters: ILEC and CLEC 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, Charge Number, etc. All privacy indicators will be honored. 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.
- 5.4 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. ILEC and CLEC 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 End User Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively,

"Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, 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 The Parties agree not to use the Local Interconnection Trunks for the delivery of traffic that originates from an IP device other than the End User Customer's service location (Nomadic Traffic). In the absence of another arrangement, Nomadic Traffic will be delivered over the separate trunk groups established for toll traffic and will be subject to access compensation arrangements.

8 Responsibility for Traffic

- 8.1 CLEC is responsible for all traffic CLEC delivers to ILEC, including but not limited to voice traffic, VoIP or IP-Enabled Traffic, ISP-Bound and toll traffic. CLEC shall not provision any of its services in a manner that permits the circumvention of applicable switched access charges, by it or a Last Mile Provider. CLEC agrees to be responsible and pay for Interconnection Facilities on its side of the POI as well as Reciprocal Compensation and Access Charges associated with all traffic that CLEC terminates to ILEC. CLEC is the sole responsible Party with respect to all traffic terminated by CLEC to its End User Customers or to a Last Mile Provider.

9 Proper Classification of Traffic

- 9.1 Nothing herein shall in any manner reduce or otherwise limit or discharge the originating Parties' obligations under the Agreement to properly classify 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 traffic originated by the other Party is classified by the other 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 traffic is misidentified) to permit the originating Party to investigate and identify the traffic the terminating Party has determined is misidentified;
- 9.2.2 The originating 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 originating Party disagrees with the terminating Party's determination that traffic has been misidentified, the originating Party will provide written notice of its traffic dispute within sixty (60) days of notification and providing all documentation that is the basis for originating 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 Misclassified Traffic

- 10.1 As used in this Agreement, "Misclassified Traffic" shall mean traffic where a Party has stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned Signaling and Signaling Parameters for the purpose of the circumvention of applicable switched access charges.
- 10.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates with respect to all Misclassified Traffic once a valid good faith dispute under Section 9.2 of this Attachment has been resolved.
- 10.3 Notwithstanding anything herein to the contrary, the Parties agree that if more than two percent (2%) of the total traffic exchanged by the originating Party under this Agreement in any month is Misclassified Traffic, the originating Party shall be in Default of this Agreement, subject to Section 3 of the general terms and conditions of this Agreement.

11 Unclassified traffic

- 11.1 The Parties acknowledge that certain traffic, due to the technical nature of its origination, could potentially be transmitted without all the Signaling and

Signaling Parameters pursuant to Section 5 of this Attachment. In such instances, the Parties agree that such traffic shall be considered "Unclassified Traffic." As used in this Agreement, Unclassified Traffic shall mean traffic other than Misclassified Traffic that is missing proper Signaling and Signaling Parameters.

- 11.2 Provided that the percentage of traffic calls transmitted under this Agreement with accurate Signaling and Signaling Parameters including CPN and JIP in a given month is greater than or equal to 90%, 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 traffic calls transmitted with accurate Signaling and Signaling Parameters (including for this purpose any Misclassified Traffic) in a given month falls below 90%, the originating Party agrees to pay the terminating Party's intrastate access rates for all Unclassified Traffic for the applicable month once a valid good faith dispute under Section 9.2 of this Attachment has been resolved. The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of traffic with CPN or Jurisdictional Indicator Parameter ("JIP") does not fall below ninety percent (90%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist in its correction.

Local Number Portability (LNP) Attachment

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. 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 Party requesting the port or the Last Mile Provider.
- 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. For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs.
- 1.8 Porting of Reserved Numbers. End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(£)(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. ILEC and CLEC 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.

3 Late Notification Changes -Due Date, Coordination.

- 3.1 ILEC 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 ILEC personnel have to wait more than fifteen (15) minutes for CLEC to join the scheduled call for the CHC, then CLEC shall be responsible to reimburse ILEC 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 CLEC contacts ILEC to reschedule the CHC call less than forty-eight (48) hours from the scheduled CHC call time, CLEC will be responsible to reimburse ILEC for all costs incurred to date on the CHC order.
 - 3.1.3 Once the scheduled call is underway, and personnel from both CLEC and ILEC are present on the call, should CLEC incur a problem that would delay the conversion, ILEC will provide CLEC reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in ILEC charging CLEC 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 Obligations of Both Parties.

- 4.1 Both Parties are 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.

Ancillary Services Attachment

1 911/E-911 Arrangements

- 1.1 ILEC utilizes the Auglaize County Sheriffs Department for the provision of 911/E-911 services. For all 911 services to End User Customers, CLEC or its agent is responsible for connecting to the Auglaize County Sheriff's Department. All relations between the Auglaize County Sheriff's Department and CLEC or its agent are totally separate from this Agreement and ILEC makes no representations on behalf of the Auglaize County Sheriffs Department.
- 1.2 ILEC is not liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End-User Customers.

2 Street Address Guide (SAG)

The county 911 coordinator maintains the Street Address Guide for the geographic area of ILEC, therefore CLEC must obtain SAG from the appropriate county 911 coordinator in Auglaize county.

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 ILEC uses a third party to publish and provide directories. CLEC will be required to work directly with that third party for directory listings and associated charges and, if required by that third party, to negotiate a separate agreement. ILEC will provide CLEC with the contact information for the directory publisher. ILEC may, at its sole discretion, select a different third party to publish its directories and will notify CLEC if it changes publishers.

5 Directory Listings

- 5.1 If requested by ILEC, CLEC agrees to supply, directly to the ILEC's directory publisher at the time and in a format prescribed by the directory publisher, all listing information for CLEC's End User Customers for any ILEC published directory in the relevant operating area. Listings will include name, physical

address (including city, state and ZIP code), and seven-digit or ten-digit telephone number. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. It is the responsibility of CLEC to submit directory listings in accordance with the directory publisher's solely determined directory configuration, scope, and schedules. CLEC listings will be treated in the same manner as ILEC's listings.

- 5.2 CLEC represents to ILEC that it has the right to place listings on behalf of its End User Customers. CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information and for supplying ILEC's directory publisher with applicable listing information.

6 Directory Distribution

- 6.1 ILEC will distribute one telephone directory to each CLEC End User Customer, as identified by CLEC, in the same manner and at the same time that ILEC annually distributes its newly-published directories to its subscribers. CLEC shall provide ILEC, at a time to be determined by ILEC, the quantity of directories to be produced and distributed to CLEC's End User Customers.

6.1.1 ILEC has no obligation to provide any additional directories beyond the directories provided to CLEC End User Customers during ILEC's annual distribution of directories.

6.1.2 ILEC shall not be required to deliver a directory to any CLEC End User Customer until the annual distribution of new directories.

6.1.3 CLEC may arrange for additional directory distribution and other services with ILEC's directory publisher pursuant to terms and conditions agreed to by the directory publisher and CLEC.

6.1.4 ILEC will produce and distribute directories to CLEC's End User Customers at the rate set forth in the Pricing Attachment.

7 Directory Errors and Omissions

- 7.1 CLEC hereby agrees to release, defend, hold harmless, and indemnify ILEC 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 ILEC's and/or its directory publisher's listing of the information provided by CLEC hereunder or 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 due to errors or omissions in CLEC's subscriber listing information, including but not limited to special, indirect, consequential, punitive or incidental damages. ILEC will not be a party to controversies arising between CLEC's End User Customers and others as a result of listings published in the directory.

- 7.2 Nothing in this Section 4 shall require or obligate ILEC to provide a greater degree of service to a CLEC End User Customer with respect to directory listings and publishing than those that ILEC provides to its End User Customers.

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

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 required by industry guidelines to port from OSP as outlined in Section 1.4 of the Local Number Portability Attachment, including by not limited to: 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.
- 1.4 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 the Pricing 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 Due Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Due 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. CLEC is responsible for accessing customer premise wiring without disturbing ILEC plant or facilities. In no case shall CLEC remove or disconnect the loop facilities, or ground wires from the ILEC NIDs, enclosures, or protectors. If CLEC removes ILEC loop in violation of this Agreement, CLEC will hold ILEC harmless for any liability associated with the removal of the ILEC loop or ground wire from the ILEC NID. Furthermore, CLEC shall not remove or disconnect NID modules, protectors, or terminals from ILEC NID enclosures.

3 Maintenance and Repair

- 3.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and

repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.

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

4 Service Standards

Both Parties will comply with the Telephone Company Procedures and Standards set forth in Ohio Adm. Code 4901:1-6, 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 Customer 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 reestablish service with the End User Customer and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

6.2 Misdirected Calls.

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

6.3 Letter of Authorization.

- 6.3.1 The Parties agree that 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. 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. After such time, New Service Provider shall be required to submit a new service 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 adhere to FCC interval guidelines for return of Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification and porting intervals. For those carriers that support 1 day porting (for ILEC beginning on February 2, 2011), the intervals are as follows:
 - 6.6.1 If NSP requested DD is 1 – 2 business days after LSR receipt, CLEC will issue a response (FOC or reject) within 4 hours, provided LSR is received by the 1:00 PM cutoff time.
 - 6.6.2 If NSP requested DD is 3 or more business days after LSR receipt, the response (FOC or reject) is due within 24 hours.
- 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.

Pricing Attachment

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

Service Item	Rates and Charges
Reciprocal Compensation	a. Bill & Keep b. Entrance Facility Charge: NECA Tariff c. Transit Traffic Charge: NECA Tariff
LSR (Local Service Request)	Initial Order non-recurring charge (NRC)** \$35.00 Service Order Cancellation Charge** \$12.25 Order Change Charge** \$12.25 Expedited Due Date Charge** \$125.00
Direct Connection Facilities, including non-recurring installation charges	NECA Tariff
Custom Handling:	
Ten-Digit Trigger	\$00.00
Coordinated LNP Conversion	See Technical Labor rates below
Hot Coordinated LNP Conversion	See Technical Labor rates below
Technical Labor:	
Install & Repair Technician	
a. Basic Time (between 8:00 a.m. and 5:00 p.m. Monday through Friday)	a. \$30.00/1/2 Hour
b. Overtime* (anytime other than Basic Time)	b. \$45.00/1/2 Hour
Central Office Technician	
a. Basic Time (between 8:00 a.m. and 5:00 p.m. Monday through Friday)	a. \$35.00/1/2 Hour
b. Overtime* (anytime other than Basic Time)	b. \$52.50/1/2 Hour
LNP Coordinator	
a. Basic Time (between 8:00 a.m. and 5:00 p.m. Monday through Friday)	a. \$40.00/112 Hour
b. Overtime* (anytime other than Basic Time)	b. \$60.00/1/2 Hour
Administrative Support	
a. Basic Time (between 8:00 a.m. and 5:00 p.m. Monday through Friday)	a. \$20.00/1/2 Hour
b. Overtime* (anytime other than Basic Time)	b. \$30.00/1/2 Hour
Directory Services	\$6.75 per directory produced for and distributed to CLEC End User Customers. Rates for Listings are to be pursuant to separate agreement between CLEC and directory publisher, if applicable.

Notes:

*Minimum 4 hours for Overtime work. Overtime does not apply to work initiated prior to 5:00 PM Monday through Friday that continues beyond 5:00PM.

**Reciprocal charges that apply to both TSC and CLEC, as applicable.

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Summary: Agreement In the Matter of the Application for Approval of the Interconnection Agreement negotiated between TSC and AT&T. electronically filed by Mrs. Kimberly C Klingler on behalf of Pedersen, Lonnie D Mr.