

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

(Effective: 04-01-2020)

Per the Commission's 5/29/2019 "Implementation Order" in Case No. 19-0173-TP-ORD

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

In the Matter of the Application of Sycamore Telephone	)	TRF Docket No. 90-5038-TP-TRF
Company for Approval of an Interconnection Agreement	)	Case No. 20-1688-TP-NAG
Pursuant to Section 252 of the Telecommunications Act of 1996	)	NOTE: Unless you have reserved a Case #, leave
	)	the "Case No." field BLANK.

Name of Registrant(s) Sycamore Telephone Company

DBA(s) of Registrant(s)

Address of Registrant(s) 104 E. 7th St, Sycamore, OH 44882

Company Web Address www.sycamoretelephone.net

Regulatory Contact Person(s) Rick Ekleberry

Phone (419)927-6012

Fax (419)927-2990

Regulatory Person's Email Address rick.ekleberry@syctelco.com

Contact Person for Annual Report Rick Ekleberry

Phone (419)927-6012

Consumer Contact Information Rick Ekleberry

Phone (419)927-6012

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:**

Sections I and II are pursuant to Ohio Administrative Code (OAC) [4901:1-6](#).

Section III – Part I - Carrier to Carrier is pursuant to OAC [4901:1-7](#) and Pole Attachment to OAC [4901:1-3](#)

Section III – Part II - Wireless is pursuant to OAC [4901:1-6-24](#).

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 identified section of the Ohio Administrative Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov) under the docketing information system section (Procedural filing requirements), by calling the Docketing Division at 614-466-4095 or by visiting the Docketing Division at the offices of the PUCO.

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

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

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

## Section I – Part I - Common Filings:

<b>Carrier Type:</b> <input type="checkbox"/> <b>Other</b> (Explain below)	<b>For Profit ILEC</b>	<b>Not for Profit ILEC</b>	<b>CLEC</b>
Change terms & conditions of existing BLES.	<input type="checkbox"/> ATA <a href="#">1-6-14(I)(2)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Introduce non-recurring charge, surcharge or fee to BLES	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)		<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Revisions to BLES Cap	<input type="checkbox"/> ZTA <a href="#">1-6-14(E)</a> (0 day notice )		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <a href="#">1-6-14(E)</a> (0 day notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(E)</a> (0 day notice )	<input type="checkbox"/> ZTA <a href="#">1-6-14(E)</a> (0 day notice )
Change BLES Rates	<input type="checkbox"/> TRF <a href="#">1-6-14(E) &amp; (G)</a> (0 day notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(E)</a> (0 day notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(H)</a> (0 day notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <a href="#">1-6-14(C)(1)(c)</a> (Auto 30 days)		
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day notice)	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day notice)	
Change in boundary	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day notice)
BLES withdrawal	<input type="checkbox"/> WBL <a href="#">4927.10</a> (120 day notice)		<input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a> (0 day notice)
<b>Other</b> (explain):			

\*Other exhibits may be required under the applicable rule, see the 4901:106-14(E) Filing Requirements on the PUCO's webpage for a complete list of exhibits.

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-07 OAC

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

## Section I – Part III – Inmate Operator Service Pursuant to Chapter 4901:1-6-22 OAC

Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> ATA (Auto 30 days)	<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> UNC (Non-Auto)

**Section II – Part I – Carrier Certification – Pursuant to Chapter 4901:1-6-08 & 10 OAC and Competitive Eligible Telecommunications Carrier Designation (CETC) – Pursuant to Chapter 4901:1-6-09 OAC**

ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local Service	CESTC	CETC
<input type="checkbox"/> ACE <a href="#">1-6-08</a> (Auto 30-day)*	<input type="checkbox"/> ACE <a href="#">1-6-08</a> (Auto 30-day)*	<input type="checkbox"/> ACE <a href="#">1-6-08</a> (Auto 30-day)*	<input type="checkbox"/> ACE 1-6-10 (Auto 30-day)	<input type="checkbox"/> UNC 1-6-09 (Non-Auto)*

\*Supplemental forms can be found on the PUCO webpage – [Telecommunications application forms](#).

**Section II – Part II – Change in Operation or Ownership**

Change in Operation or Ownership	ILEC	CLEC	Telecommunications Service Provider Not Offering Local Service
Abandon all services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of official name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
Change in ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)(1)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)(1)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)(1)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)(1)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
Transfer certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
FCC Authorized Change in Ownership or Merger	<input type="checkbox"/> CIO <a href="#">1-6-29 (E)(2)</a> (0-day notice)	<input type="checkbox"/> CIO <a href="#">1-6-29 (E)(2)</a> (0-day notice)	<input type="checkbox"/> CIO <a href="#">1-6-29 (E)(2)</a> (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 PUCO webpage for a complete list of exhibits.

**Section III – Part I - Carrier to Carrier (Pursuant to 4901:1-7) & Attachments to Utility Equipment or Rights of Way (Pursuant to 4901:1-3)**

Carrier to Carrier	ILEC	CLEC
Interconnection agreement or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 days)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 days)
Request for arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change carrier to carrier tariffs	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04 or 05</a> (Auto 30 days)	
Changes in rates, terms & conditions to pole attachments, conduit occupancy and rights of way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA <a href="#">1-3-04</a> (Auto 60 days)	

### Section III – Part II – Facilities-based Wireless Service Providers (Pursuant to 4901:1-6-24)

Registration and Change in Operations*	<input type="checkbox"/> RCC <a href="#">1-6-24(B)</a> (0 day notice)
Interconnection Agreement or amendment to an approved Agreement.	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (0 day notice)

**\*Change in Operations filing must be filed in the original RCC case designation code established during the registration process.**

### Section IV. – Attestation

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

---

#### **AFFIDAVIT**

#### ***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement on its behalf.  
[Click here to enter text.](#)

(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 Ohio Adm. Code 4901:1-6-7.

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

Executed on [Click here to enter text.](#) at [Click here to enter text.](#)

\_\_\_\_\_  
\*Signature and Title

\_\_\_\_\_  
Date

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



**VERIFICATION**

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

/s/ Rick Ekleberry, General Manager, Secretary

November 9, 2020

\_\_\_\_\_  
\*Signature and Title

\_\_\_\_\_  
Date

*\*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.*

**File document electronically as directed in case number 06-900-AU-WVR**  
*or*

*Send your completed Filing 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**

**LOCAL TRAFFIC EXCHANGE AND INTERCONNECTION AGREEMENT**

**BETWEEN**

**SYCAMORE TELEPHONE COMPANY**

**AND**

**TIME WARNER CABLE INFORMATION SERVICES (OHIO), LLC**

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## LOCAL TRAFFIC EXCHANGE AND INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT ("*Agreement*"), is made effective upon signature by both Time Warner Cable Information Services (Ohio), LLC ("*CLEC*") with offices at 12405 Powerscourt Drive, St. Louis, MO, 63131 and Sycamore Telephone Company ("*ILEC*") with offices at 104 E. 7th Street, Sycamore, OH 44882. This Agreement may refer to either ILEC or CLEC or both as a "*Party*" or "*Parties*."

WHEREAS, ILEC is an Incumbent Local Exchange Carrier authorized to provide Telecommunications Services in the State of Ohio (the "*ILEC's Service Territory*"); 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 to fulfill their obligations pursuant to Sections 251(a) and (b) of the Act; and

WHEREAS, ILEC's entry into this Agreement does not waive any rights it may otherwise have to maintain it is a rural telephone company entitled to certain exemptions under the Act.

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

### 1. **Scope of Agreement.**

#### 1.1 INTENTIONALLY OMITTED.

1.2 Covered Local Traffic. The traffic subject to this agreement is comprised solely and entirely of Local Exchange Traffic that is originated by an End User of one Party within the Local Exchange Service Area, and that is terminated by the other Party to its End User within the Local Exchange Service Area. The Parties agree and warrant that they will not route traffic other than the Local Exchange Traffic of their End Users that originates and terminates within the Local Exchange Service Area over local interconnection facilities and associated arrangements, whether by direct or indirect interconnection, and that the routing by or on behalf of a Party of non-End User, non-local and/or non-telecommunications traffic over such facilities and arrangements constitutes a material breach of this Agreement by such Party. In particular, the Parties agree that traffic delivered to ILEC pursuant to this Agreement will be terminated by ILEC only to its own End Users or other customers (and will not, for example, be switched by ILEC to a non-ILEC end User in the Local Exchange Service Area or in any other area). The parties further agree

that a Party is not obligated to accept, transport or terminate any traffic from the other Party that it reasonably believes has not originated from an End User within the Local Exchange Service Area.

- 1.3 Nomadic Traffic.** The Parties acknowledge the existence of Nomadic VoIP traffic where an End User with a telephone number assigned to a fixed location within the Local Exchange Service Area may originate calls from other locations inside or outside the Local Exchange Service Area. Where a Party has End Users (or end users of its wholesale customers) using Nomadic VoIP services and originating calls outside the Local Exchange Service Area, the Party may route such calls via facilities or interexchange carriers not subject to this Agreement. If a Party has End Users or Customers using Nomadic VoIP services and originating calls outside the Local Service Area but is unable to identify and prevent such call from being routed over the over the dedicated trunk facilities and associated arrangement established pursuant to this Agreement for termination by the other Party within the Local Exchange Service Area, it is the obligation of the Party to notify the terminating Party of this situation, and to negotiate a compensation arrangement acceptable to the terminating Party. Failure to do so constitutes a material breach of the Agreement pursuant to Section 1.2.
- 1.4 Information Services Traffic.** 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 originated by CLEC and that any exchange of Information Services 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 26 of the general terms and conditions of this Agreement.
- 1.5 Interexchange Traffic.** 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 Traffic and that any exchange of toll traffic will be subject to the appropriate access charges per each Party's tariffs.

## 2. **Effective Date, Term & Termination.**

- 2.1 **Effective Date.** This Agreement shall be deemed effective on the date stated in the first paragraph of this Agreement (the "***Effective Date***").
- 2.2 **Term.** This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until three (3) years after the Effective Date (the "***Initial Term***"). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "***Follow-on Term***") unless and until cancelled or terminated as provided in this Agreement.
- 2.3 **Notice of Termination.** Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination ("***Notice of Termination***") at least ninety (90) calendar days in advance of the applicable date of termination. Either Party may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.
- 2.4 **Effect on Termination of Negotiating Successor Agreement.** 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 **Termination Upon Sale.** Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least one-hundred twenty (120) days prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
- 2.6 **Suspension or Termination Upon Default.** Subject to either Party invoking its rights under Section 11, Dispute Resolution, either Party may suspend or terminate this



Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within sixty (60) calendar days of receipt of written notice thereof.

**2.7 "Default" is defined to include:**

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party, consistent with any order, decision, or other binding action taken by the bankruptcy court, or similar adjudicator of the Parties' rights in the event of receivership or bankruptcy; or
- (b) The final revocation by the Commission of a Party's Certificate of Operating Authority and transition of End Users to another carrier; or
- (c) A decision pursuant to the Formal Dispute Resolution provisions of Section 11, Dispute Resolution, that a Party has materially breached any of the terms or conditions hereof; or
- (d) Failure of a Party to pay undisputed amounts or to properly dispute unpaid amounts in accordance with Section 7, Billing and Payments, subject to either Party invoking its rights under Section 11, Dispute Resolution.

**2.8 Other Relief.** Notwithstanding any other provision of Section 2.6 and except as may be prohibited by applicable federal law, either Party, as allowed by the Commission, may seek relief from the other Party's claims, assertions, actions or inaction in breach of this Agreement.

**2.9 Liability Upon Termination.** Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

**3. Contact Information.**

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.

**4. Amendments.**

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

**5. Assignment.**

5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably restricted, delayed or withheld. Notwithstanding anything to the contrary, a Party may assign or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, Affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

5.2 Neither Party shall assign this Agreement to any Affiliate or non-affiliated entity unless either (1) the assigning Party pays all undisputed bills, past due and current, under this Agreement, or (2) the assignee expressly assumes liability for payment of such bills.

**6. 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 it has had the opportunity to consult with legal counsel of its choosing.

**7. Billing and Payment.**

7.1 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 as set forth in this Agreement. 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 twelve (12) months old or that predate this Agreement. If a Party fails to bill for a service within twelve (12) months 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.

- 7.1.1 Any 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 Governing Law set forth in Section 16.

7.2 Billing Disputes.

- 7.2.1 Neither Party shall dispute any amount billed by the Other Party (whether paid or unpaid) more than twelve (12) months from the date of the initial invoice for the charge to be disputed. If a Party fails to dispute a charge within twelve (12) months of the bill date of the initial invoice for that charge, then that Party waives its rights to dispute that charge (and/or payment of that charge), absent fraud or willful misconduct by the Billing Party. Within said twelve (12) month period the Billed Party shall give written notice to the Billing Party of the invoice involved and the amount it disputes (the "*Disputed Amount*"), together with the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to any Disputed Amount.
- 7.2.2 If the dispute is resolved such that payment of some amount is required from the Billed Party, the Billed Party shall pay within sixty (60) days of the resolution of such dispute such required amounts with interest from the original due date at the rate specified in Section 7.1.1, above.
- 7.2.3 If the dispute is resolved such that both (i) payment of some or all of the Disputed Amount is not required, and (ii) the Billing Party is required to refund some amount to the Billed Party, the Billing Party will issue the Billed Party an appropriate credit on its next invoice following the date of resolution of the dispute, together with interest from the date payment was received at the rate specified in Section 7.1.1, above.
- 7.2.4 Any dispute concerning whether a Disputed Amount is due that the Parties cannot resolve by working together in good faith shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 11 of this Agreement.

7.3 Consequences of Failure to Make Timely Payment.

- 7.3.1 If any payment of undisputed charges is not made when due, the Billing Party may send written notice (the "*Failure to Pay Notice*") to the Billed Party that provides the following:

- 7.3.1.1 notice that if payment is not made within fifteen (15) days of the date of this Failure to Pay Notice, the Billing Party will stop servicing all pending service orders from the Billed Party, will stop accepting new service orders from the Billed Party; and
- 7.3.1.2 notice that if payment is not made within thirty (30) days of the date of this Failure to Pay Notice, the Billing Party will suspend all services provided under this Agreement; and
- 7.3.1.3 notice that if payment is not made within forty-five (45) days of the date of this Failure to Pay Notice, the Billing Party will terminate this Agreement.
- 7.3.2 Following the sending of the Failure to Pay Notice, the Billing Party shall be free to take any or all of the above described actions if the full undisputed amount due is not paid prior to the expiration of the applicable period(s).
- 7.3.3 These consequences shall apply only to the non-payment of charges that are past due. Any unpaid charge that is disputed pursuant to Section 7.2, above, does not become past due, if at all, until expiration of the time period for payment following resolution of the dispute.

#### 7.4 Audits.

Either Party may conduct an audit of the other Party's billing data and invoices 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 provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location designated by the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

- 7.4.1 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.

7.4.2 Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the Dispute Resolution procedures set forth in Section 11 of this Agreement.

7.4.3 In addition to the audit rights in this Section 7, if either Party uses a third party to provide any services under this Agreement the Parties will cooperate with each other to obtain the necessary documentation to conduct an audit related to those services.

## **8. Compliance with Laws and Regulations.**

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

## **9. Confidential Information.**

9.1 "Confidential Information" means information that is disclosed by one Party ("*Disclosing Party*") to the other Party ("*Receiving Party*") that consists of information concerning each Party's network, traffic, and customers that has not been made public by such Party and all information expressly or impliedly designated by a Party as proprietary information either: (i) is the proprietary information of such Party pursuant to 47 U.S.C. § 222(a) and (b), and all traffic and customer information other than subscriber list information is customer proprietary network information as defined in 47 U.S.C. § 222(h)(1); or (ii) is otherwise confidential and proprietary information of the disclosing Party. The Parties shall comply with all valid regulations of the FCC promulgated pursuant to 47 U.S.C. § 222, in addition to all applicable state statutes and regulations.

9.2 All Confidential Information shall be deemed the property of the Disclosing Party. Unless Confidential 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 Confidential Information as required by any governmental authority or Applicable

Law, upon advice of counsel, only in accordance with Section 9.2 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 Confidential Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 9.2.

- 9.3 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Confidential Information, or believes it is necessary to disclose Confidential Information pursuant to Section 9.1 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 Confidential 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 9.2 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.
- 9.4 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 Confidential 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.

#### **10. Fraud.**

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account, in cases of fraud by the other Party's End Users or on the other Party's End User 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.



## **11. Dispute Resolution.**

- 11.1 Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 11.2 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 Confidential 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. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 11.3 Formal Dispute Resolution. If negotiations pursuant to Section 11.2 fail to produce an agreeable resolution within sixty (60) 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 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.
- 11.4 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including making payments in accordance with Section 7) in accordance with this Agreement.



**12. Entire Agreement.**

This Agreement, together with all applicable attachments, exhibits, schedules, and addenda, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, discussions, 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.

**13. 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.

**14. 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.

**15. Good Faith Performance.**

In the performance of their obligations under this Agreement, the Parties shall act in good faith. 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.

**16. Governing Law.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

**17. Headings.**

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

**18. Independent Contractor Relationship.**

Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties other than that of interconnecting carriers. Neither this Agreement, nor any actions taken by either Party 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 Users or other third parties.

**19. Law Enforcement Interface.**

19.1 With respect to requests for call content interception or call information interception directed at a Party's End User, the other Party will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End User of the other Party, the Party initially contacted shall direct the agency to the other Party.

19.2 Notwithstanding the preceding subparagraph, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

**20. Liability and Indemnity.**

**20.1 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.**

**20.2 Indemnification.**

20.2.1 Each Party (the “*Indemnifying Party*”) shall indemnify and hold harmless the other Party (the “*Indemnified Party*”) from and against claims for loss, cost, liability, damage, and expense (including reasonable attorneys’ fees) (“*Claims*”) by End Users of the Indemnifying Party and other third persons, for:

20.2.1.1 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

20.2.1.2 libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party’s facilities arising from the Indemnifying Party’s facilities and originated by the Indemnifying Party or one of its End Users; and

20.2.1.3 claims for infringement of patents arising from combining the Indemnified Party’s facilities or services with, or the using of the Indemnified Party’s services or facilities in connection with, facilities of the Indemnifying Party.

20.2.2 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 negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

20.2.3 INTENTIONALLY OMITTED.

20.2.4 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims by End Users 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.

20.2.4.1 In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after not less than ten (10) days prior notice to

the Indemnifying Party, may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.

20.2.4.2 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).

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

### 20.3 Limitation of Liability.

20.3.1 Except for a Party's indemnification obligations under Section 20.2, 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.

20.3.2 Except as otherwise provided in Section 20, 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.

20.3.3 Except for a Party's indemnification obligations under Section 20.2, neither Party shall 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.

#### **20.4 Intellectual Property.**

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

#### **21. 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.

#### **22. 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 but one and the same document.

#### **23. 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, express 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.

#### **24. Notices.**

Notices 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, in each case to the following addresses of the Parties:

To: CLEC

Charter Communications, Inc.  
Attn: Legal Department - Telephone  
12405 Powerscourt Drive  
St. Louis, MO, 63131

To: ILEC

Rick Ekleberry  
General Manager  
Sycamore Telephone Company  
104 E. 7th St.  
Sycamore, OH 44882-9409  
Tel: 419-927-6012  
Fax: 419.927.2990  
Email: rick.ekleberry@sycltelco.com

With a copies to:

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

and

Charles A. Hudak, Esq.  
Friend, Hudak & Harris, LLP  
Three Ravinia Drive, Suite 1700  
Atlanta, GA 30346

or to such other address as either Party shall designate by proper notice. Notices will be deemed 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.

**25. 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 the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the other Party's facilities or create hazards to the employees of the other Party or to the public.

**26. Change in Law.**

26.1 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. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to any change in law, including its right to seek legal review or a stay pending appeal of such change or its rights under this paragraph.

26.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("**Applicable Rules**"). In the event of (i) any 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) any 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 pricing, terms and conditions of this Agreement, any of which establishes additional Applicable Rules or 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 discussed in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions agreed by the Parties to reflect each such Amended Rule.

26.3 Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Section 11 Dispute Resolution provisions of this Agreement, it being the intent of the Parties that this Agreement shall be brought into conformity with the then-current Applicable Rules as determined by the change in law.

## **27. 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 discuss in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

**28. 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 levied against or upon 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, 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 such resale or tax exemption certificate within sixty (60) days of notice of the claimed exemption will result in no exemption being available to the purchasing Party.

**29. 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.

**30. Branding.**

30.1 Each Party shall provide the exclusive interface to such Party's subscribers.

30.2 Except as specifically permitted in writing by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.

30.3 This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by 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. Responsibility for Third Party Traffic.**


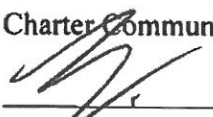
All traffic delivered by one Party (the "*Delivering Party*") to the other Party (the "*Receiving Party*") under this Agreement, including traffic originated by End Users of the Delivering Party or other third persons, shall be deemed traffic of the Delivering Party who shall be responsible for all traffic as if such traffic had been originated by the Delivering Party, including payment of all costs and fees.

**33. Implementation Plan.**

33.1 This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "*Implementation Team*") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

33.2 Dispute Resolution. If the Implementation Team is unable to agree on any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section 11.

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

<b>Sycamore Telephone Company</b>	<b>Time Warner Cable Information Services (Ohio), LLC</b>
By: 	By: Charter Communications, Inc., its Manager
Name: Rick Ekleberry	By: 
Title: General Manager	Name: Michael L. Scanlon
Date: 10/30/2020	Title: Vice President, Circuit Operations
	Date: 10/4/20

## **GLOSSARY ATTACHMENT**

### **1. General Rule.**

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

### **2. Definitions.**

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

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

#### **2.2 ACT.**

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

#### **2.3 AFFILIATE.**

Shall have the meaning set forth in the Act.

#### **2.4 APPLICABLE LAW.**

All effective laws, statutes, common law, ordinances, codes, rules, guidelines, orders permits and approval of any governmental regulations, including but not limited to, the Act, the regulations, rules and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules or orders of the FCC or the Commission.

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

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

**2.6 BILL AND KEEP.**

An arrangement, as described by the Act, under which the Parties believe that traffic exchange will be balanced and therefore agree to recover their costs associated with the transport and termination of Local Traffic from their own End User, rather than each other.

**2.7 CALLING PARTY NUMBER (CPN).**

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

**2.8 CENTRAL OFFICE.**

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

**2.9 COMMISSION.**

Means the Public Utilities Commission of Ohio.

**2.10 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).**

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

**2.11 DIGITAL SIGNAL LEVEL 1 (DS1).**

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

**2.12 END OFFICE SWITCH OR END OFFICE.**

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

**2.13 END USER.**

Any third-party retail residence or business customer that subscribes to, and does not resell to others, a service provided by (i) a Party to this Agreement; or (ii) a wholesale customer of a Party where the service provided by such Party's wholesale customer is derived from a Telecommunications Service provided to such wholesale customer by such Party. Unless otherwise specified, a reference to a Party's End Users shall be deemed to refer to either (i) or (ii) above. As used herein,

End User does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement, nor any Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) or their retail customers.

**2.14 END USER LOCATION.**

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

**2.15 EXCHANGE ACCESS.**

Exchange Access shall have the meaning set forth in Section 153(20) of the Act.

**2.16 EXCHANGE AREA.**

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

**2.17 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 the call.

**2.18 FCC.**

The Federal Communications Commission.

**2.19 FCC USF-INTERCARRIER COMPENSATION REFORM ORDER.**

Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, adopted by the FCC on October 27, 2011 in Docket Nos. 10-90, 09-51, 07-135, 05-337, 01-92, 96-45, 03-109, 10-208.

**2.20 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).**

Has the meaning set forth in 47 U.S.C. § 251(h).

**2.21 INFORMATION SERVICE.**

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

**2.22 INTERCONNECTED VOIP SERVICE TRAFFIC.**

Interconnected VoIP Service Traffic is traffic that is provisioned via a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet protocol-compatible

customer premises equipment (CPE); and (4) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

**2.23 INTERCONNECTION.**

“Interconnection” shall have the meaning set forth in 47 C.F.R. §51.5, and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

**2.24 INTEREXCHANGE CARRIER (IXC).**

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

**2.25 INTERLATA TRAFFIC.**

Telecommunications Traffic that originates in one LATA (as defined in the Act) and terminates in another LATA.

**2.26 INTRALATA TOLL TRAFFIC.**

Telecommunications Traffic that originates and terminates in the same LATA, excluding Local Traffic and ISP-Bound Traffic.

**2.27 INTRALATA TRAFFIC.**

Telecommunications traffic means traffic that originates and terminates outside the local calling area as (defined by the applicable local exchange Tariff) but within a LATA.

**2.28 ISDN USER PART (ISUP).**

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

**2.29 ISP-BOUND TRAFFIC.**

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 Calling Area of the originating End User. Traffic originated from, directed to or through an ISP physically located outside the originating End User’s Local Calling Area is not covered by this Agreement and will be considered Toll Traffic and subject to access charges. ISP-Bound Traffic does not include VoIP-PSTN Traffic or Virtual NXX (VNXX) Traffic.



**2.30 JURISDICTIONAL INDICATOR PARAMETER (JIP).**

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

**2.31 LERG ROUTING GUIDE (LERG).**

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

**2.32 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.

**2.33 LOCAL ACCESS AND TRANSPORT AREA (LATA).**

Shall have the meaning set forth in the Act.

**2.34 LOCAL CALLING AREA.**

Means ILEC's local exchange area, or mandatory (non-optional) Extended Area Service (EAS) exchanges, as required by the Commission or as defined in ILEC's Basic Local Exchange Service Tariff.

**2.35 LOCAL SERVICE AREA.**

The geographic area that may encompass more than one exchange area within which ILEC is authorized by the Commission to provide Basic Local Exchange Telecommunications Services (BLES).

**2.36 LOCAL TRAFFIC.**

Local Traffic, as defined in Ohio Adm. Code 4901:1-7-12(C)(1), 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. VoIP-PSTN traffic is included in this definition. Pursuant to the FCC's clarifying orders, Local Traffic includes Information Service Traffic only to the extent that the End User and the Information Service Provider are physically located in the same ILEC Local Calling Area. Local Traffic for purposes of reciprocal compensation does not include: (1)

any ISP-Bound Traffic; (2) any traffic that does not originate and terminate within the same ILEC Local Calling Area; (3) Toll Traffic, including but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101/XXXX) basis; (4) flat-rated toll plans voluntarily offered by a Party, sometimes referred to as "Optional" EAS; (5) special access, private line, Frame Relay, ATM or any other traffic that is not switched by the terminating Party; (6) Transit Traffic; (7) VNXX Traffic; or (8) enhanced Services Provider Traffic.

**2.37 LOCAL EXCHANGE CARRIER (LEC).**

Shall have the meaning set forth in the Act.

**2.38 LOCAL VOIP-PSTN TRAFFIC.**

VoIP-PSTN Traffic that physically originates and terminates within the ILEC Local Calling Area and shall be considered Local Traffic as such term is used in this Agreement.

**2.39 NORTH AMERICAN NUMBERING PLAN (NANP).**

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

**2.40 NUMBERING PLAN AREA (NPA).**

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

**2.41 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.**

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

**2.42 POINT OF INTERCONNECTION (POI).**

“Point of Interconnection” or “POI” means the physical location(s) within the ILEC's geographic network boundary mutually agreed upon and designated by the Parties for the purpose of exchanging Local Traffic and ISP-Bound Traffic. Each Party shall be responsible for all facilities and costs on its respective side of the POI.

**2.43 RATE CENTER.**

A Rate Center is technically the approximate midpoint of what is usually called a Rate Exchange Area, although the term Rate Center has also been used synonymously with the geographic area itself. A Rate Center is a point designated by V&H coordinates within a uniquely identified Rate Exchange Area from which mileage measurements are determined. NPA-NXX codes are associated with a specific Rate Center and utilize the V&H coordinates associated with the switching entity to which they are assigned.

**2.44 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.

**2.45 SESSION INITIATION PROTOCOL (SIP).**

An application layer control (signaling) protocol for creating, modifying, and terminating sessions with one or more participants. These sessions include Voice over IP calls.

**2.46 SUBSCRIPTION VERSION.**

A time-sensitive or status-sensitive instance of a telephone number record that describes the data necessary to port the telephone number from one service provider to another. The data that a Subscription Version contains includes information such as the Old Service Provider and New Service Provider, routing, and due dates. This data is entered into the NPAC SMS database.

**2.47 SWITCHED ACCESS SERVICE.**

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

**2.48 TANDEM OR TANDEM SWITCH OR TANDEM OFFICE SWITCH.**

A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another for the purpose of exchanging Local Traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

2.49 TARIFF.

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

2.50 TELECOMMUNICATIONS CARRIER.

Telecommunications Carrier shall have the meaning set forth in Section 153 of the Act. This definition includes CMRS providers, IXC's and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services.

2.51 TELECOMMUNICATIONS SERVICE.

Has the meaning set forth in 47 U.S.C. § 153.

2.52 TELEPHONE EXCHANGE SERVICE.

Has the meaning set forth in 47 U.S.C. § 153.

2.53 TOLL TRAFFIC.

Toll Traffic means all calls that are not Local Traffic or ISP-Bound Traffic.

2.54 TRANSIT TRAFFIC.

Traffic between the Parties' End Users that is routed utilizing a third-party Telecommunications Carrier's local and/or Access Tandem Switch, or between a Party's End Users and a third-party Telecommunications Carrier's customers (*e.g.*, third-party CLECs, ILECs) that is routed utilizing the other Party's local and/or Access Tandem Switch. Transit Traffic does not include any traffic delivered to or from, or carried by an Interexchange Carrier (IXC) at any time during the call.

2.55 VNXX TRAFFIC.

Refers to calls originated from or terminated to an NPA-NXX-XXXX that was assigned using a VNXX Service.

2.56 VNXX SERVICE.

VNXX Service means the assignment by a Party of a telephone number (NPA-NXX-XXXX) having an NXX Code associated with a Rate center (as set forth in the LERG) that is not within the same Local Calling Area as the geographic location of the End User's premises.

**2.57 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 telephone. 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. For the avoidance of doubt, VoIP Traffic is not limited to traffic originated on an interconnected VoIP service, as that term is defined in 47 CFR § 9.3, but also includes traffic originated or terminated on a non-interconnected VoIP service, as that term is defined in 47 CFR § 64.601.

## INTERCONNECTION ATTACHMENT

### 1. General.

1.1 This Interconnection Attachment sets forth specific terms and conditions for both indirect and direct interconnection arrangements between ILEC and CLEC for the exchange of Local and ISP-Bound Traffic that is originated by an End User of one Party and is terminated to an End User of the other Party, where each Party directly provides telephone exchange Service to its End Users physically located in the Exchange Area.

1.2 Each Party shall manage the network on its side of the POI.

### 2. Responsibility for Traffic.

2.1 Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters for determining the correct classification of traffic pursuant to Section 6 of this Attachment.

2.2 The delivery of traffic that has had Signaling or Signaling Parameters stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned ("*Misclassified Traffic*") is prohibited under this Agreement. Due to the technical nature of its origination, certain traffic that is not Misclassified Traffic may be properly transmitted without all the Signaling and Signaling Parameters pursuant to Section 7 of this Attachment ("*Unclassified Traffic*").

2.3 If the percentage of total call traffic transmitted with Signaling and Signaling Parameters in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party's intrastate switched access rates for all Unclassified Traffic for the applicable month. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.4, herein below, shall apply with respect to the delivery of such traffic.

2.4 If a terminating Party determines in good faith in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:

2.4.1 The terminating Party will provide sufficient call detail records or other information, including its reasoning as to why the traffic is misclassified, as notification to the other Party. Upon receipt of such notification, the Party originating such traffic shall investigate and identify the alleged Misclassified Traffic.

- 2.4.2 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 on all Misclassified Traffic unless a written notice of dispute is provided by the originating Party in accordance with Section 11 of the Agreement.
- 2.4.3 The Party originating Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.
- 2.4.4 Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that more than two percent (2%) of the total traffic delivered by an originating Party during any consecutive three (3)-month period is Misclassified Traffic, such Party shall be in Default of this Agreement. **To the extent that the Parties have enlisted the Dispute Resolution procedures pursuant to Section 11 the Agreement to determine the proper treatment of the traffic, a Default shall not occur while such dispute is pending.** Each Party shall make a good faith effort to resolve any such pending dispute within a reasonable time period.
- 2.5 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, misidentified traffic, Misclassified Traffic and Unclassified Traffic. Such traffic shall be rerouted to toll trunk groups and properly identified. This obligation applies during the pendency of a dispute.
- 2.6 In addition to the audit provisions of Section 7.4 of the Agreement, or in the event of a dispute with regard to Misclassified Traffic, each Party shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges. Both Parties shall cooperate in providing the records required to conduct such audits. Upon request, the audited Party will cooperate in identifying the physical location of the End User originating or terminating the call. No Party shall have the right to conduct an audit more than one (1) time in a consecutive six-(6) month period with respect to Misclassified Traffic.

### 3. Indirect Interconnection.

The following terms shall apply to the indirect network interconnection arrangement between the Parties.



- 3.1 ILEC and CLEC shall each be responsible for delivering Local Traffic to and receiving Local Traffic at the tandem switch serving the ILEC host end office as indicated in the LERG Routing Document until the threshold trigger set forth in Section 3.3 below is reached.
- 3.2 Each Party shall be responsible for ensuring that it has adequate facilities in place to connect its network with the network of the tandem switch operator referenced in Section 3.1.
- 3.3 Threshold Trigger. CLEC may establish an indirect network connection to terminate Local Traffic from its End Users until such time as the total volume of Local Traffic being exchanged equals or exceeds 200,000 minutes of use per month for three (3) consecutive months ("**Threshold Trigger**"). Until such time as the Threshold Trigger is reached, Section 3.1 above shall govern the Parties' respective responsibilities (including responsibilities for the costs of facilities) relating to the indirect network connection. If the Threshold Trigger is reached, CLEC shall interconnect directly with ILEC pursuant to Section 4, Direct Interconnection, of this Attachment.
- 3.4 Either Party may enter into their own agreements with third-party providers, as may be necessary under this indirect network connection arrangement.
- 3.5 After a Party has established direct interconnection between the Parties networks, neither Party may continue to transmit its originated Local Traffic indirectly except on an overflow basis to mitigate traffic blockage, equipment failure or emergency situations.
- 3.6 As between the Parties, Local Traffic exchanged indirectly by the Parties through a third-party transiting carrier shall be subject to the same compensation arrangements, if any, as Local Traffic exchanged through direct interconnection.

4. **Direct Interconnection.**

- 4.1 The Parties agree, when the Threshold Trigger in Section 3.3 is met, to physically connect their respective networks at a Point of Interconnection (POI) located at ILEC's Central Office Switch (SYCMOHXA92A) or other location on ILEC's network to be determined upon mutual agreement between the Parties.
- 4.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way, SS7 interconnection trunks.
- 4.3 Physical Interconnection.

4.3.1 The Parties shall use a network of switches and routers to direct traffic through the network.

4.3.2 Trunk Types.

4.3.2.1 Interconnection Trunks.

4.3.2.1.1 The Parties will establish a trunk group for the exchange of Local and ISP-Bound Traffic ("***Interconnection Trunks***") on the Direct Interconnection Facility. The Parties agree that all Local and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic.

4.3.2.1.2 If the Parties' originating Local and ISP-Bound Traffic is exchanged utilizing the same two-way Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

4.3.2.2 Other Trunk Types: 911 Trunks.

4.3.2.2.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User traffic with the appropriate Public Safety Answering Points. CLEC may purchase transport for such 911 trunks subject to the rates and terms of ILEC's Tariff.

4.4 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***") according to industry standards.

4.5 No Party will construct facilities that require the other Party to build unnecessary facilities.

4.6 Interface Types.

If the POI has an electrical interface, the interface will be at the DSI level or as otherwise mutually agreed upon by the Parties.

**4.7 Programming.**

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. Any new CLEC or ILEC NPA-NXX codes assigned to the exchanges in the ILEC service territory shall be part of this Agreement.

**4.8 Interoperability Testing.**

In the event interoperability testing is required ILEC and CLEC shall jointly conduct interoperability testing of the interconnection to ensure that ILEC can support CLEC call flows. The Parties shall alert one another of any changes to their respective networks and the Parties shall jointly determine whether additional testing is required as a result of those changes. ILEC reserves the right to cancel (without liability) any CLEC order(s) in instances where Customer fails the initial testing or has implemented network or operational changes without successfully completing additional interoperability testing.

**5. Compensation.**

**5.1 Facilities Compensation.**

**5.1.1** For Direct Interconnection Facilities, CLEC may lease facilities from ILEC, lease facilities from a third party or build facilities to reach the POI.

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

**5.1.3** 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 to interconnect with ILEC's networks at ILEC's Tariff rates and terms, which rates and terms shall comply with Applicable Law.

**5.1.4** CLEC may use a third party carrier's facilities for purposes of establishing interconnection with ILEC. In such case, on behalf of CLEC, the third

party carrier will connect dedicated facilities with ILEC. CLEC shall be responsible for the payment to any third party carrier for any charges associated with the facilities. If the third-party has a meet-point arrangement with ILEC, CLEC must order the facilities from the third party as a meet-point facility. In no case shall ILEC be responsible for payment to the third party carrier.

- 5.1.5 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 on its side of the POI.

5.2 Traffic Termination Compensation.

- 5.2.1 Local Traffic and ISP-Bound Traffic. The Parties agree to terminate each other's Local 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 Users for the exchange of such traffic, and neither Party will be required to compensate the other Party for the exchange of such traffic.
- 5.2.2 Termination of IntraLATA and InterLATA Traffic. The Parties will exchange IntraLATA and 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 IntraLATA and InterLATA Traffic exchanged directly between them in accordance with the FCC USF-Intercarrier Compensation Reform Order and lawful Tariffs.
- 5.2.3 VoIP Traffic originated by an End User of one Party in an exchange on that Party's network and terminated to an End User 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's exchange, as defined by ILEC's applicable local exchange Tariff, shall be included in Local Traffic. VoIP Traffic directed to a terminating End User physically located outside the originating End User's Local Calling Area will be considered Toll Traffic.
- 5.2.4 For purposes 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 Users, 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 or thousands blocks to each Rate Center, subject to State regulatory requirements.

5.2.5 As set forth in Section 5.2.3 of this Attachment, VoIP Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number (“CPN”) and Jurisdictional Indicator Parameter (“JIP”) of the originating Interconnected VoIP Service Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.

## **6. Routing.**

- 6.1 Both Parties will route traffic in accordance with iconectiv Traffic Routing Administration (TRA) instructions.
- 6.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic.
- 6.3 Once CLEC has been assigned numbers from NANPA, CLEC shall assign numbers within those codes or blocks only to end users physically located in the ILEC Rate Center Area associated with the number blocks either directly or by means of a dedicated facility from the subscriber's physical location to a location within the ILEC's Rate Center (such as FX service). Numbers shall not be used to aggregate traffic to originate or terminate to either Party.
- 6.4 Neither Party shall route un-translated traffic to service codes (e.g., 800 888, 900) over the Interconnection Trunks.
- 6.5 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411 611, 711, and 911) to the other Party over Interconnection Facilities.
- 6.6 Neither Party shall block calls destined for the other Party according to FCC order DA 12-154 except as authorized by the FCC for mitigation of unwanted or unlawful robocalls. Both Parties shall follow the recommendations in the ATIS-0300106 Call completion/Call Termination Handbook to help insure that calls are not blocked, delayed or have missing billing information. Each Party shall cooperate with the Industry Traceback Group to identify the source of unwanted or unlawful robocalls.

## **7. Signaling.**

**7.1** Each Party shall provide accurate Calling Party Number ("*CPN*") associated with the End User originating the call.

**7.1.1** Accurate CPN is:

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

**7.1.1.2** CPN that has not been altered.

**7.1.1.3** CPN that is not different than the originating number.

**7.1.1.4** CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.

**7.1.1.5** CPN that is assigned to an active End User.

**7.1.1.6** CPN that is associated with the ILEC Rate Center Area of the specific End User Location.

**7.1.2** JIP shall be provided in the signaling if requested by either Party. Details of the JIP delivery will be documented in the Technical Design Document (TDD) or equivalent document agreed upon by the Parties.

**7.2** 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 (TCAP) for common channel signaling-based features in connection of their networks. Each Party shall ensure that CPN is available for at least 95% of the calls it terminates to the other Party. Signaling information shall be shared, upon request, between the Parties at no charge to either Party.

**7.3** SS7 Signaling Parameters.

The Parties agree to provide each other with the proper signaling information to enable each Party to determine traffic jurisdiction and issue bills in an accurate and timely fashion. All 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 local of the End User that originated and/or dialed the call.

## **8. Network Management.**

### **8.1 Network Management and Changes.**

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected networks, including but not limited to, the exchange of toll-free, maintenance contact numbers and escalation procedures. Both Parties agree to provide notice of changes in the information necessary for the transmission and routing of services using its exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

### **8.2 Service Standards:**

Each Party will provision its network to comply with the following standards:

**8.2.1** Trunks will be provisioned to a designed blocking objective of P.01.

**8.2.2** Trunks will be designed as two-way, SS7.

### **8.3 Protective Controls.**

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

### **8.4 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.

### **8.5 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 Users; 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:

- 8.5.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 8.5.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal;
- 8.5.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction; and
- 8.5.4 Restore the discontinued or suspended services immediately upon the elimination or reasonable mitigation of the Network Harm.

## **LOCAL NUMBER PORTABILITY ATTACHMENT**

### **1. Definitions.**

For purposes of this Attachment governing number portability, the following definitions shall apply:

- 1.1 "Donor Party" – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.2 "Local Routing Number (LRN)"- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.3 "Permanent Number Portability" (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.4 "Recipient Party" – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.5 "Ten-Digit Unconditional Trigger Method (TDT)" – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting in less downtime to the end-user.
- 1.6 "Number Portability" (NP) - means 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. This is commonly referred to as Service Provider Portability.

### **2. Number Portability.**

- 2.1 Each Party will provide Number Portability (also known as Service Provider Portability) in accordance with the Act, and applicable FCC rules, regulations 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 NANC 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 the most recent version of Thousands-Block (NPA-NXX-X) & Central Office Code

(NPA-NXX) Administration Guidelines (TBCOCAG) as published in ATIS-0300119.

- 2.2 A Party requesting a number to be ported must send the providing Party a Local Service Request (LSR). If either Party requests that the other Party port a number, the Parties shall follow the applicable FCC rules, regulations and orders. The Parties will provide porting in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the telecommunications industry as a national industry standard.
  - 2.2.1 The LSR will have a requested due date that is not less than the interval(s) established by the FCC.
  - 2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within the interval(s) established by the FCC from the time a valid and complete LSR is received.
  - 2.2.3 For purposes of this Attachment, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End User location, within a given state. For purposes of this provision, "large quantities" shall mean fifteen (15) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (*e.g.*, Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.
- 2.3 The Parties may assess charges on one another for services provided with respect to the porting of telephone numbers in accordance with the Pricing Attachment to this Agreement.
- 2.4 The Parties agree that an End User may geographically relocate at the same time as it ports its telephone number to the Recipient Party; provided, however, that the Donor Party may require that the End User's relocation at the time of the port to

the Recipient Party be limited to the geographic area (Rate Center) represented by the NXX of the ported telephone number. The Donor Party may not impose a relocation limitation on the Recipient Party that is more restrictive than that which the Donor Party would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Donor Party may not impose any restrictions on relocation within the same Rate Center by a ported End User while that End User is served by the Recipient Party.

- 2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, ILEC will route traffic destined for CLEC's End Users via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via the Tandem Switch serving ILEC as identified in the LERG Routing Guide.
- 2.6 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by ILEC or CLEC.
- 2.7 The Recipient Party will be responsible for the End User's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End User's telephone number in its switch.

### **3. Cut-Over Process for Number Porting Orders.**

#### **3.1 Ten-Digit Trigger (TDT) Cutovers.**

- 3.1.1 Both Parties will apply, where technically feasible, the Ten-Digit Unconditional Trigger (TDT) to numbers being ported out. The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Eastern Time on the day before the scheduled due date.
- 3.1.2 The Donor Party agrees to remove the ten-digit unconditional trigger no earlier than 11:59 a.m., on the next business day after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

3.1.3 The Donor Party will remove the ported number and unlock the E911 data base record at the same time the TDT is removed.

3.1.4 If the TDT is not available due to switch/equipment limitations or customer preference, Coordinated Hot Cutovers (CHC) will be the only other option for performing port-outs.

**3.2 Coordinated Hot Cutovers (CHC).**

3.2.1 CHC describes a combined simultaneous effort between Donor Party, Recipient Party and End User to perform the completion of a LSR for Number Portability.

3.2.2 A CHC is initiated by a telephone call from the Recipient Party to the Donor Party at the pre-arranged, agreed upon time.

3.2.3 If ILEC personnel have to wait more than fifteen (15) minutes for the CLEC to join the scheduled call for the CHC, 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 the ILEC personnel involved in the call.

3.2.4 Once the scheduled call is underway and both Parties are present, should CLEC incur a problem that would delay the conversion, ILEC will provide CLEC reasonable time (twenty minutes or less) to cure the problem. Any delay longer than twenty (20) minutes will result in ILEC charging CLEC for personnel costs incurred. The charge will be calculated based upon the delay time, in half-hour increments, times the loaded hourly rate for the ILEC personnel involved in the call.

3.2.5 If CLEC contacts ILEC less than forty-eight (48) hours prior to the scheduled CHC call time, CLEC will be responsible to reimburse ILEC for all costs incurred to date on the CHC order.

3.2.6 If CLEC fails to initiate the scheduled CHC call within two hours of the agreed upon time, a new LSR will be required to establish a new due date and time for the CHC.

**4. Obligations of Both Parties.**

4.1 Each Party is responsible for creating or concurrence of Subscription Versions in the NPAC for telephone numbers ported into or out of its network.

- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier who is the code holder or block holder.
- 4.3 Each Party has the right to block default routed calls entering a network solely in order to protect the public switched 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 Signaling. Each Party agrees to use SS7 signaling in connection with Number Portability in accordance with FCC rules and orders.
- 4.8 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 NXX codes.
- 4.9 Porting of Reserved Numbers. End Users of each Party may port reserved numbers, as defined in 47 C.F.R. §52.15(L)(1)(vi), that the End User 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).
- 4.10 The Recipient Party shall become responsible for the End User's other telecommunications related items such as 911/E911, Directory Listings, Operator Services and Line Information Data Base (LIDB) entries when they port the end user's telephone number to their switch.

## **DIALING PARITY ATTACHMENT**

The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. ILEC will provide local Dialing Parity to competing providers of Telecommunications Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End Users' calls in the same manner as ILEC routes its End Users' calls, for a given call type (e.g., 0, 0+, 1+, 411).



## **ANCILLARY SERVICES ATTACHMENT**

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

- 1.1 ILEC is not the 911/E911 service provider serving the Public Safety Answering Point (PSAP) that serves the Local Exchange Service Area. Each Party is responsible for the receipt and transmission of its own 911/E911 originated traffic, and shall make its own independent 911/E911 service arrangements, including establishing its own connections with the appropriate public safety organizations and/or PSAP(s) and for making updates in a timely basis to the ALI database.
- 1.2 Neither Party is responsible for providing 911/E911 services for the other Party or its customers, nor is either Party liable for any 911/E911 service outages, errors or other problems of the other Party.

### **2. Directory Listings and Directory Distribution.**

- 2.1 If CLEC elects to establish directory listings, it will work directly with ILEC's directory publisher for directory listings, distribution and associated charges, and if required, to negotiate a separate agreement with such directory publisher.
- 2.2 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 and distribute its directories and will notify CLEC if it changes publishers.
- 2.3 If CLEC works directly with ILEC's directory publisher, CLEC agrees to supply, directly to ILEC's directory publisher at the time, in the prescribed format, all listing information for CLEC End Users to be listed in the ILEC directory for the relevant operating area.
- 2.4 Each Party is responsible for obtaining directories directly from the directory publisher and for distributing the directories to its respective End Users. Neither Party will impede the other in its distribution of directories to its respective End Users.
- 2.5 Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Inclusion of CLEC's End User listings in a given directory will be accordance with ILEC's directory publisher's solely determined directory configuration, scope, and schedules.
- 2.6 Liability.

- 2.6.1 Except for its remedies under Section 2.6 of the General Terms and Conditions of this Agreement relating to default, each Party hereby releases the other Party from any and all liability for damages due to errors or omissions in subscriber listing information as provided to ILEC's directory publisher, and/or either Party's subscriber listing information as it appears in the directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 2.6.2 CLEC shall indemnify, protect, save harmless and defend ILEC (or ILEC's officers, employees, agents, assigns and representatives) and the publisher(s) of any ILEC directory from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information, except to the extent any such losses, damages, or other liability result solely from ILEC's negligence. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and ILEC, and/or against ILEC alone. However, if such demand, claim, or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the directory, ILEC may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC. ILEC will not be a party to controversies arising between CLEC End Users and others as a result of listings published in the directory.
- 2.6.3 This Section shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Section, is provided. Nothing in this Section shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

2.7 Breach of Contract.

- 2.7.1 If either Party is found to have materially breached the provisions of this Section, and the breaching Party fails to cure the breach within thirty (30) calendar days after receipt of notice from the other Party, the non-breaching Party may terminate its obligations under this Section by providing written

notice to the breaching Party, whereupon this Section shall be null and void with respect to any issue of ILEC's directory published sixty (60) or more calendar days after the date of receipt of such written notice.

2.8 Term.

2.8.1 Upon termination of this Agreement, this Section will be null and void with respect to any issue of directories published thereafter.

2.9 Applicability of Other Rates, Terms, and Conditions.

2.9.1 Every service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such service.

**PRE-ORDERING, ORDERING, PROVISIONING,  
MAINTENANCE AND REPAIR ATTACHMENT,**

**1. Pre-Ordering.**

- 1.1 The Parties will provide access to pre-order information and functions to support the requesting Party's transfer of End Users. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. Pre-Order and Order requests will not be honored unless CLEC has certified that it has proper End User Authorization as described in Section 6.3.1 below.
- 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.
- 1.3 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and End User record information. The Parties shall provide such information in accordance with the procedures set out in the other Party's handbook or website, to the extent such materials are used by a Party, identified pursuant to Section 2 of this Attachment. Based on a reasonable volume of requests, the standard interval for address verification is one (1) business day. The intervals for higher volumes of requests will be negotiated on a case by case basis.
- 1.4 To the extent such materials are used by either Party, the Party will provide its handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information to the other Party. The Parties also will discuss the development and introduction of a change management process.

**2. Ordering.**

- 2.1 Ordering and Electronic Interface. ILEC has not yet developed and/or deployed an electronic capability for CLEC to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by ILEC. The Parties shall use other processes to which the Parties mutually agree for performing such transaction(s) i.e., email interfaces, facsimile, etc. If ILEC later makes enhanced electronic interface ordering available to CLEC for non-access services, then the Parties agree that, to the extent practicable, the enhanced electronic interface will

be used by CLEC for ordering services and any manual, facsimile or email interface will be discontinued.

- 2.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the later of (a) the completion of all account set up activities including but not limited to the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for CLEC; or (b) sixty (60) calendar days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

2.3 Provisioning.

2.3.1 Each Party shall provision services during its regular working hours. To the extent new service provider (NSP) requests provisioning of service to be performed outside the regular working hours on scheduled workdays of old service provider (OSP), or the work so requested requires OSP's personnel to work outside of regular working hours on scheduled workdays, overtime charges shall apply, as specified in the Pricing Attachment of this Agreement. The Parties agree they shall not request or require provisioning of service on any day that is not a scheduled workday for the OSP.

2.3.2 Neither Party shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.

2.4 Numbering Administration.

2.4.1 ILEC shall provide testing and loading of CLEC's NXX(s) on the same basis as ILEC provides itself or its Affiliates.

3. **Maintenance and Repair.**

3.1 Requests for trouble repair assistance are billed at the hourly rates specified in the Pricing Attachment for the various positions involved 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 3 of this Attachment.

3.2 If NSP (New Service Provider) reports a trouble on OSP's network and no trouble actually exists on OSP's (Old Service Provider) portion of the service ("no trouble found"), the OSP will charge the NSP for any dispatching and testing (both inside and outside the Central Office (CO) required by the OSP in order to confirm the working status. If the no trouble found percentage rate is a higher percentage rate

than the other similar services offered by the OSP, the NSP may raise the issue with the OSP and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the NSP. Such request shall not be unreasonably denied.

**4. Service and Standards.**

- 4.1 Both Parties will comply with the applicable Commission standards and quality of service rules and regulations when providing service to the other Party.

**5. Rates.**

- 5.1 The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

5.2 Procedures for Providing Local Number Portability (LNP).

5.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

5.2.2 The Parties may assess charges on one another for processing orders associated with requests for porting numbers pursuant to the Pricing Attachment of this Agreement.

5.2.3 The Parties may bill one another for any service order charge for a LSR, regardless of whether that LSR is later supplemented clarified or cancelled pursuant to the Pricing Attachment to this Agreement. The Parties may bill an additional service order charge for supplements to any LSR submitted to clarify, change or cancel a previously submitted LSR pursuant to the Pricing Attachment of this Agreement.

**6. Miscellaneous.**

6.1 End User 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 LNP processes.

- 6.1.2 When notification is received from the NSP that a current End User of OSP will subscribe to NSP's service, standard service order intervals for the appropriate class of service will apply according to industry standards.
- 6.1.3 The NSP will be the single point of contact with OSP for all subsequent ordering activity resulting in additions or changes to services except that OSP will accept a request directly from the End User for conversion of the End User's service from NSP to OSP.
- 6.1.4 If either Party determines that an unauthorized change in local service has occurred, the End User's authorized local service provider will reestablish service with the End User, and may 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.):
  - 6.2.1.1 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.
  - 6.2.1.2 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 the correct contact number.
  - 6.2.1.3 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 Users or to market services.

## 6.3 End User Authorization.

- 6.3.1 Each Party is responsible for obtaining confirmation and authorization from each End User initiating transfer of service from one Party to the other Party utilizing a method authorized under federal or state law or regulations by either obtaining a Letter of Authorization ("**LOA**") or Third Party Verification ("**TPV**") from the End User. The Party obtaining the LOA or



TPV from the End User will attest to the other Party that it or its TPV vendor is in possession of such authorization but shall not be required to furnish it to the other Party unless there is a dispute filed with the Commission. The Party obtaining the LOA or TPV is required to maintain the record of the LOA or TPV for a minimum of twenty-four (24) months from the date of signature, or, if state or federal law provides otherwise, in accordance with such law.

6.3.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User 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.

6.3.3 If, based on an End User 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 with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End User complaint, and the Changing Party may provide proof that the change was authorized.

6.4 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 of this Agreement and are subject to change as a result of filings made with the FCC or Commission and any FCC or Commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation. These rates are reciprocal and apply to services provided by both ILEC and CLEC.

### Reciprocal Compensation

Local Traffic and ISP-Bound Traffic

Bill and Keep

#### General Charges:

- |                                      |                   |
|--------------------------------------|-------------------|
| 1. Service Order (LSR)               | \$25.00 / request |
| 2. Service Order Cancellation Charge | \$ 7.50 / request |
| 3. Expedited Due Date                | \$ 7.50 / day     |
| 4. Order Change Charge               | \$ 7.50 / request |
| 5. Technical Labor                   |                   |

#### Installation & Repair, Per Technician:

Basic Time (normally scheduled hours)	\$ 31.71 / ½ hr
Overtime (outside of normally scheduled hours) Occurring on scheduled work day	\$ 47.57 / ½ hr
Premium Time (outside scheduled workday)	\$63.42 / ½ hr

#### Central Office, Per Technician:

Basic Time (normally scheduled hours)	\$ 34.76 / ½ hr
Overtime (outside of normally scheduled hours) Occurring on scheduled work day	\$ 51.99 / ½ hr
Premium Time (outside scheduled workday)	\$69.32 / ½ hr



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**Case No(s). 20-1688-TP-NAG**

Summary: Application for Approval of an Interconnection Agreement Pursuant to Section 252 of the Telecommunications Act of 1996 electronically filed by Richard W. Jordan on behalf of Sycamore Telephone Company