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EMBARQ™

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Gary S. Baki
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September 22, 2008

Ms. Reneé Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

RE: Application of United Telephone Company of Ohio d/b/a Embarq for Approval of a Negotiated Agreement with Fort Jennings Telephone Company
PUCO Case No: 08-1106-TP-NAG
90-5041-TP-TRF

Dear Ms. Jenkins:

Enclosed for filing is an Application of United Telephone Company of Ohio d/b/a Embarq for Approval of a Negotiated Agreement with Fort Jennings Telephone Company under Section 252 of the Telecommunications Act of 1996. The Telecommunications Application Form is also being submitted at this time.

Thank you for your assistance in this matter.

Sincerely,

Gary Baki

Gary S. Baki

Enclosures

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of United Telephone Company of Ohio d/b/a Embarq for the Approval of a Negotiated Agreement with Fort Jennings Telephone Company Under Section 252 of the Telecommunications Act of 1996	)))))))	Case No. 08-1106-TP-NAG

APPLICATION FOR APPROVAL OF A NEGOTIATED AGREEMENT UNDER THE TELECOMMUNICATIONS ACT OF 1996

United Telephone Company of Ohio d/b/a Embarq applies to the Commission for review and approval of the attached Interconnection and Traffic Exchange Agreement that is dated September 15, 2008, ("the Agreement") between United Telephone Company of Ohio d/b/a Embarq ("Embarq") and Fort Jennings Telephone Company ("CLEC"), pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et seq.) ("the Act").

The Agreement, which establishes the rates, terms and conditions for interconnection, collocation and resale, was arrived at through negotiations between Embarq and CLEC as contemplated by Section 252(a) of the Act.

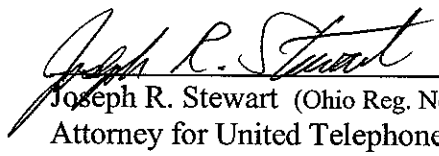
The Agreement is filed pursuant to the procedures set forth in Section 252(e) of the Act. Under Sections 252(e) (1) and (2), the Commission must approve the Agreement unless the Agreement or a portion thereof "...discriminates against a telecommunications carrier not a party to the agreement" or "...implementation of such agreement or portion is not consistent with the public interest, convenience and necessity."

The attached Agreement does not discriminate against any telecommunications carrier that is not a party to the Agreement. Embarq will make the Agreement available to any other carrier operating in Embarq service territory. However, the Agreement does not preclude different arrangements with other carriers. In addition, this Agreement does not impact any other company's right to negotiate or arbitrate under the Act.

The attached Agreement is consistent with the public interest, convenience and necessity because it allows for interconnection, collocation and resale by the CLEC. The Agreement represents the end product of good faith negotiations between Embarq and CLEC. This is exactly the type of private negotiation and agreement envisioned by the Congress when it crafted the Act. Therefore, the implementation of the Agreement will be consistent with the public interest, convenience and necessity.

Embarq requests that the Commission approve the Agreement.

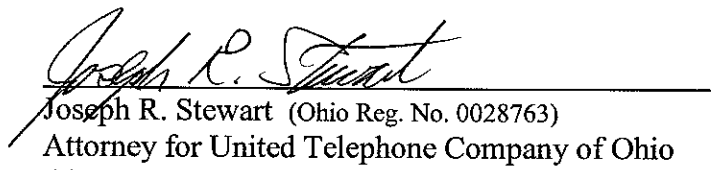
Respectfully submitted,



Joseph R. Stewart (Ohio Reg. No. 0028763)
Attorney for United Telephone Company of Ohio
d/b/a Embarq
50 West Broad Street, Suite 3600
Columbus, Ohio 43215-5918
Telephone:614/220-8625
Facsimile: 614/224-3902
joseph.r.stewart@embarq.com

CERTIFICATE OF SERVICE

Copies of the foregoing Application for Approval of a Negotiated Agreement between United Telephone Company of Ohio d/b/a Embarq and Fort Jennings Telephone Company were served on the following person by first class mail, postage prepaid on this 22nd day of September, 2008.



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Michael Metzger – General Manager
Fort Jennings Telephone Company
P. O. Box 146
65 W. Third Street
Fort Jennings, OH 45844

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 01/18/2008)

In the Matter of the Application of United Telephone Company of Ohio d/b/a Embarq for a Negotiated Agreement with Fort Jennings Telephone Company)

TRF Docket No. 90-5041-TP-TRF

Case No. 08 - 1106 -TP - NAG

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

Name of Registrant(s) United Telephone Company of Ohio
DBA(s) of Registrant(s) Embarq
Address of Registrant(s) 50 W. Broad Street, Suite 3600, Columbus, OH 43215
Company Web Address www.embarq.com
Regulatory Contact Person(s) Gary Baki Phone 614-220-8629 Fax 614-224-3902
Regulatory Contact Person's Email Address gary.s.baki@embarq.com
Contact Person for Annual Report Mike Whitney Phone 913-323-4718
Address (if different from above) _____
Consumer Contact Information Kim Harrison Phone 800-238-3095
Address (if different from above) Embarq, Executive and Regulatory Services, Tarboro, NC 27886
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.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. ***CMRS providers: Please see the bottom of Section II.***

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

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

Carrier Type ☐ Other (explain below)	☐ ILEC	☐ CLEC	☐ CTS	☐ AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	☐ TRF *1-6-04(B)* (0 day Notice)	☐ TRF *1-6-04(B)* (0 day Notice)		
New Service, expanded local calling area, correction of textual error	☐ ZTA *1-6-04(B)* (0 day Notice)	☐ ZTA *1-6-04(B)* (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	☐ ATA *1-6-04(B)* (Auto 30 days)	☐ ATA *1-6-04(B)* (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	☐ ATA *1-6-04(B)* (Auto 30 days)	☐ ATA *1-6-04(B)* (Auto 30 days)		
Business Contract	☐ CTR *1-6-17* (0 day Notice)	☐ CTR *1-6-17* (0 day Notice)		
Withdrawal	☐ ATW *1-6-12(A)* (Non-Auto)	☐ ATW *1-6-12(A)* (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	☐ SLF *1-6-04(B)* (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	☐ TRF *1-6-05(C)* (0 day Notice)	☐ TRF *1-6-05(C)* (0 day Notice)	☐ TRF *1-6-05(C)* (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)	
Residential - Tier 2 Service Contracts	☐ CTR *1-6-17* (0 day Notice)	☐ CTR *1-6-17* (0 day Notice)	☐ CTR *1-6-17* (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services *(see "Other" below)*	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services *(see "Other" below)*	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification **(See Supplemental ACE form)**		☐ ACE *1-6-10* (Auto 30 days)	☐ ACE *1-6-10* (Auto 30 days)	☐ ACE *1-6-10* (Auto 30 days)
Add Exchanges to Certificate	☐ ATA *1-6-09(C)* (Auto 30 days)	☐ AAC *1-6-10(F)* (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN *1-6-11(A)* (Non-Auto)	☐ ABN *1-6-11(A)* (Auto 90 day)	☐ ABN *1-6-11(B)* (Auto 14 day)	☐ ABN *1-6-11(B)* (Auto 14 day)
Abandon all Services - Without Customers		☐ ABN *1-6-11(A)* (Auto 30 days)	☐ ABN *1-6-11(B)* (Auto 14 day)	☐ ABN *1-6-11(B)* (Auto 14 day)
Change of Official Name *(See below)*	☐ ACN *1-6-14(B)* (Auto 30 days)	☐ ACN *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Change in Ownership *(See below)*	☐ ACO *1-6-14(B)* (Auto 30 days)	☐ ACO *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice) (
Merger *(See below)*	☐ AMT *1-6-14(B)* (Auto 30 days)	☐ AMT *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Transfer a Certificate *(See below)*	☐ ATC *1-6-14(B)* (Auto 30 days)	☐ ATC *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Transaction for transfer or lease of property, plant or business *(See below)*	☐ ATR *1-6-14(B)* (Auto 30 days)	☐ ATR *1-6-14(B)* (Auto 30 days)	☐ CIO *1-6-14(A)* (0 day Notice)	☐ CIO *1-6-14(A)* (0 day Notice)
Procedural				
Designation of Process Agent(s)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	☒ NAG *1-7-07* (Auto 90 day)	☐ NAG *1-7-07* (Auto 90 day)		
Request for Arbitration	☐ ARB *1-7-09* (Non-Auto)	☐ ARB *1-7-09* (Non-Auto)		
Introduce or change c-t-c service tariffs,	☐ ATA *1-7-14* (Auto 30 day)	☐ ATA *1-7-14* (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	☐ ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	☐ UNC *1-7-04 or 1-7-05* (Non-Auto)	☐ UNC *1-7-04 or 1-7-05* (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	☐ UNC *1-7-23(B)* (Non-Auto)	☐ UNC *1-7-05* (Non-Auto)		
CMRS Providers See 4901:1-6-15	☐ RCC [Registration & Change in Operations] (0 day)		☐ NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* *(explain)* _____				

**NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.*

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of 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 III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, United Telephone Company of Ohio , and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____ (Date) _____

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

VERIFICATION

I, Joseph R. Stewart
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

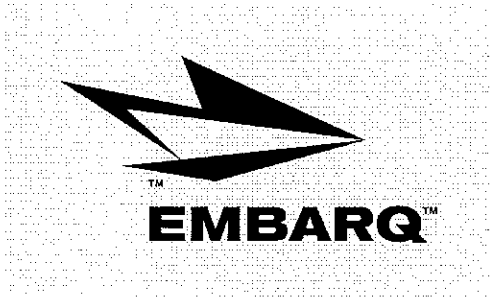
*(Signature and Title) _____, Senior Counsel (Date) September 22, 2008

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

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

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

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



INTERCONNECTION AND TRAFFIC EXCHANGE AGREEMENT

FOR THE STATE

OF

OHIO

Fort Jennings Telephone Company

and

United Telephone Company of Ohio d/b/a Embarq

Effective: September 1, 2008

Ending: August 31, 2010

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INTERCONNECTION AND TRAFFIC EXCHANGE AGREEMENT

This Interconnection and Traffic Exchange Agreement (the "Agreement"), dated this 1st day of September 2008, is entered into by and between Fort Jennings Telephone Company ("CLEC"), an Ohio CLEC, and United Telephone Company of Ohio d/b/a Embarq ("Embarq"), an Ohio corporation, to establish the rates, terms and conditions for local interconnection).

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

WHEREAS, the Parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Ohio.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, CLEC and Embarq hereby mutually agree as follows:

PART A – DEFINITIONS

1. DEFINED TERMS

1.1. Capitalized terms defined in this Section shall have the meanings as set forth in this Agreement. Other terms used but not defined will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

1.2. "**911 Service**" means a universal telephone number which gives the public direct access to the Public Safety Answering Point ("PSAP"). Basic 911 Service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.3. "**Access Services**" refers to interstate and intrastate switched access and private line transport services.

1.4. "**Act**" means the Communications Act of 1934, as amended.

1.5. "**ACTL**" means Access Customer Terminal Location as defined by Telcordia.

1.6. "**Affiliate**" is as defined in the Act.

1.7. "**Automated Message Accounting**" ("**AMA**") is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

1.8. "**Automatic Location Identification**" ("**ALI**") means a feature that provides the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.

1.9. "**Automatic Location Identification/Data Management System**" ("**ALI/DMS**") means the emergency service ("E911/911") database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

1.10. "**Automatic Number Identification**" ("**ANI**") is a feature that identifies and displays the number of a telephone line that originates a call.

1.11. "**Automatic Route Selection**" ("**ARS**") is a service feature associated with a specific grouping of lines that provides for automatic selection of the least

expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

1.12. "**Busy Line Verify/Busy Line Verify Interrupt**" ("**BLV/BLVI**") means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.

1.13. "**Business Day(s)**" means the days of the week excluding Saturdays, Sundays, and all Embarq holidays.

1.14. "**Carrier Access Billing System**" ("CABS") is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Embarq's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.

1.15. "**Central Office Switches**" - are switching facilities within the public switched telecommunications network, including, but not limited to:

1.15.1. "**End Office Switches**" ("**EOs**") are switches from which end user Telephone Exchange Services are directly connected and offered.

1.15.2. "**Tandem Switches**" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.

1.15.3. "**Remote Switches**" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or Control Office.

1.16. "**CLLI Code**" means common language location identifier code, as defined by Telcordia.

1.17. "**Commission**" means The Public Utilities Commission of Ohio.

1.18. "**Common Channel Signaling**" ("**CCS**") is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

1.19. "**Common Transport**" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Embarq's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.

1.20. "**Confidential and/or Proprietary Information**" has the meaning set forth in Section 15.

1.21. "**Control Office**" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

1.22. "**Customer Proprietary Network Information**" ("**CPNI**") is as defined in the Act.

1.23. "**Day**" means calendar day unless otherwise specified.

1.24. "**Demarcation Point**" is that point on the facility where Embarq's control of the facility ceases, and the end user Customer's control of the facility begins.

1.25. "**Effective Date**" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.

1.26. "**Electronic Interface**" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

1.27. "**Emergency Response Agency**" is a governmental entity authorized to respond to requests from the public to meet emergencies.

1.28. "**Emergency Service Number**" ("**ESN**") is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.

1.29. "**Exchange Message Interface System**" ("**EMI**") is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).

1.30. "**End Date**" is the date this Agreement terminates as referenced in Section 5.1.

1.31. "**Enhanced 911 Service**" ("**E911**") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

1.32. "**FCC**" means the Federal Communications Commission.

1.33. "**Incumbent Local Exchange Carrier**" ("**ILEC**") is as defined in the Act.

1.34. "**Information Services**" shall have the meaning defined in 47 CFR §51.5.

1.35. "**Interexchange Carrier**" ("**IXC**") means a provider of interexchange Telecommunications Services.

1.36. "**Interexchange Service**" shall mean telecommunications service between stations in different exchange areas.

1.37. "**ISP-Bound Traffic**," for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") consistent with the ISP Remand Order (FCC 01-131), 16 FCC Rcd. 9151 (2001).

1.38. "**Line Information Data Base**" ("**LIDB**") means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Embarq and other entities and validation for collect and billed-to-third services.

1.39. **"Local Calling Platform"** ("**LCP**") refers to a service that provides originating end users the opportunity to call a telephone number (NPA-NXX-XXXX) to reach an intermediate platform that allows the caller to dial additional numbers for the purpose of ultimately completing the call to a number having an NXX Code associated with a Rate Center (as set forth in the LERG) that is different from the Rate Center associated with the telephone number of the intermediate platform, and thereby permits the two-way transmission of information between the end user who originated the call and the end user to whom the ultimate telephone number dialed is assigned.

1.40. "**Local Number Portability**" ("**LNP**") 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.

1.41. "**Local Service Request**" ("**LSR**") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.

1.42. "**Local Traffic**" For the purposes of this Agreement the Parties agree that "Local Traffic" means traffic (excluding Commercial Mobile Radio Service "CMRS" traffic and ISP-Bound Traffic) that is originated and terminated within Embarq's local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Embarq Tariffs.

1.43. "**Multiple Exchange Carrier Access Billing**" ("**MECAB**") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an Access Service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

1.44. "**Multiple Exchange Carrier Ordering And Design**" ("**MECOD**") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee

("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers.

1.45. "**National Emergency Number Association**" ("**NENA**") is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

1.46. "**North American Numbering Plan**" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

1.47. "**Numbering Plan Area**" ("**NPA**") (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic 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 (SAC Code)" is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.48. "**NXX**," "**NXX Code**," "**COC**," "**Central Office Code**," or "**CO Code**" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.

1.49. "**OBF**" means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).

1.50. "**Operator Services**" provides for:

1.50.1. operator handling for call completion (*e.g.,* collect calls);

1.50.2. operator or automated assistance for billing after the subscriber has dialed the called number (*e.g.,* credit card calls); and

1.50.3. special services (*e.g.,* BLV/BLI, Emergency Agency Call).

1.51. "**Parity**" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Embarq of services, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to Embarq, its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources. Until the implementation of

necessary Electronic Interfaces, Embarq shall provide such services, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, functionality or telephone numbering resources.

1.52. "**P.01 Transmission Grade Of Service**" ("**GOS**") means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

1.53. "**Parties**" means, jointly, Embarq and CLEC, and no other entity, Affiliate, subsidiary or assign.

1.54. "**Party**" means either Embarq or CLEC, and no other entity, Affiliate, subsidiary or assign.

1.55. "**Percent Local Usage**" ("**PLU**") is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

1.56. "**Point of Interconnection**" ("**POI**") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Embarq for local interconnection of their networks. Each POI also establishes the demarcation point to delineate each Party's financial obligations for facility costs.

1.57. "**Premises**" is as defined in 47 CFR §51.5.

1.58. "**Proprietary Information**" shall have the same meaning as Confidential Information.

1.59. **"Rate Center"** means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Embarq or CLEC for its provision of basic exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Embarq or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

1.60. "**Small Exchange Carrier Access Billing**" ("**Secab**") means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

1.61. "**Selective Routing**" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or Wire Center boundaries.

1.62. "**Signaling Transfer Point**" ("**STP**") means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. An STP transmits, receives and processes CCIS messages.

1.63. "**Street Index Guide**" **("SIG")** is a database defining the geographic area of an E911 Service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Embarq.

1.64. "**Switch**" means a Central Office Switch as defined in this Part A.

1.65. "**Synchronous Optical Network**" ("**SONET**") is an optical interface standard that allows interworking of transmission products from multiple vendors (*i.e.*, mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).

1.66. "**Tandem Office Switches**", "**Tandem**," and **"Tandem Switching**" describe Class 4 switches which are used to connect and switch trunk circuits between and among End Office Switches and other tandems.

1.67. "**Tariff**" means a filing made at the state or federal level for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

1.68. "**Technically Feasible**" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

1.69. "**Telcordia**" means Telcordia Technologies, Inc. which is a leading provider of software and services for the telecommunications industry.

1.70. "**Telecommunications**" is as defined in the Act.

1.71. "**Telecommunications Carrier**" is as defined in the Act.

1.72. "**Telecommunications Service**" is as defined in the Act.

1.73. "**Transit Service**" means the use of Embarq's tandem to deliver Transit Traffic.

1.74. "**Transit Traffic**" means Local Traffic or ISP-Bound Traffic that is routed by a CLEC through Embarq's network for delivery to a third party Telecommunications Carrier's network or that is routed by a third party

Telecommunications Carrier through Embarq's network for delivery to CLEC's network.

1.75. "**Virtual NXX Traffic**" ("**VNXX Traffic**") as used in this Agreement, refers to calls to telephone numbers (NPA-NXX-XXXXs) that were assigned to customers using a VNXX Service.

1.76. "**VNXX Service**" means the assignment of a telephone number (NPA-NXX-XXXX) to a customer using an NXX Code associated with a Rate Center (as set forth in the LERG) that is different from the Rate Center (as set forth in the LERG) associated with the customer's actual physical location where such physical location is not within the same local calling area, or mandatory extended area service (EAS) area as the customer's assigned telephone number.

1.77. "**Wholesale Service**" means Telecommunication Services that Embarq provides at retail to subscribers who are not Telecommunications Carriers as set forth in 47 USC §251(c)(4) which Embarq provides to resellers at a wholesale rate.

1.78. "**Wire center**" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

2.1. This Agreement, including Parts A through H and Tables One, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection. Certain terms used in this Agreement shall have the meanings defined in PART A – DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined in this Agreement will have the meanings ascribed to them in the Act and in the FCC's and the Commission's rules, regulations and orders. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

2.2. The Parties agree that Unbundled Network Elements and Local Resale, as defined by the Act, as well as related services, are not available under this Agreement. In the event CLEC wishes to order such services, CLEC will provide a written request to Embarq, and the Parties will negotiate an appropriate amendment to this Agreement.

3. NETWORK CHANGES

3.1. Embarq shall provide notice of network changes and upgrades in accordance with §§51.325 through 51.335 of Title 47 of the Code of Federal Regulations (47 CFR). Embarq may discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. Embarq agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

4. REGULATORY APPROVALS

4.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with §252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. Embarq and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

4.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as

of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) Days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

4.3. Notwithstanding any other provision of this Agreement to the contrary, Section 4.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. 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 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 obligations under the Act as determined by the Amended Rules. Embarq may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.

4.4. In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Embarq determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then Embarq may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) Days written notice to CLEC. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering and Embarq will not provide new Discontinued Arrangements.

5. TERM AND TERMINATION

5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until August 31, 2010 ("End Date"), unless earlier terminated in accordance with this Section 5, provided however that if CLEC has any outstanding past due obligations to Embarq or any of Embarq's

affiliates, this Agreement will not be effective until such time as any past due obligations with Embarq are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before CLEC has established a customer account with Embarq and has completed the Implementation Plan described in this Agreement.

5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.

5.3. Embarq may terminate this Agreement upon ten (10) Days notice if CLEC is not exchanging traffic with Embarq or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. In addition, Embarq reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Embarq may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.

5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.

5.5. Notwithstanding the above, should Embarq sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications Services, then Embarq may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice.

6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

6.1. No later than one-hundred sixty (160) Days prior to the End Date, CLEC will provide Embarq notice to commence negotiations pursuant to §§251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.

6.2. In the event that this Agreement expires under Section 5.1, CLEC has submitted a notice to commence negotiations under Section 6.1, and the Parties have not

executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under §252 of the Act or the Parties have a written agreement to continue negotiations under §252, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.4, and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request, or (iii) the first anniversary of the End Date.

6.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 6.2 does not apply or no longer applies, Embarq will continue to provide services pursuant to one of the following:

6.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or

6.3.2. An existing agreement between Embarq and another carrier adopted by CLEC for the remaining term of that agreement. If CLEC fails to designate an agreement under this subsection, then Embarq may designate such agreement.

7. CHARGES, BILLING AND PAYMENT

7.1. In consideration of the services provided by one Party under this Agreement, the other Party shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof and subject to the dispute provisions provided herein.

7.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) Days from the bill date shown on the invoice.

7.2.1. For invoices not paid when due, late payment charges will be assessed under Section 7.4.

7.2.2. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

7.2.3. If an invoice is not paid within forty-five (45) Days after the bill date, Embarq may suspend processing new orders and cancel any pending orders.

7.2.4. If the account remains delinquent sixty (60) Days after the bill date, Embarq will terminate all services under this Agreement.

7.3. If one Party disputes any charges shown on an invoice, the following billing dispute procedures are the exclusive means for challenging such charges, and the failure by the disputing Party to follow such procedures will result in the suspension or termination of service for non-payment of invoiced amounts:

7.3.1. Billing disputes must be submitted in writing, itemizing the particular charges in dispute, and explaining in reasonable detail the specific grounds for disputing the validity or applicability of such charges. In addition to the explanation, the disputing Party should include any additional, relevant materials that may assist in validating the dispute.

7.3.2. The payment due date of an invoice shall be suspended with respect to disputed amounts on such invoice, but only if a written, itemized dispute has been filed in compliance with Section 7.3 within thirty (30) Days of the bill date. Such payment due date for the disputed amounts shall remain suspended during negotiations between the Parties or pending a determination by the Commission under the dispute resolution provisions of Section 25.

7.3.3. Billing disputes that are submitted in a timely manner in compliance with Section 7.3 shall not have the effect of suspending the payment due date with respect to *billed amounts that are not in dispute*, notwithstanding the existence of a dispute with respect to other amounts billed on the same invoice.

7.3.4. The failure to submit a written dispute in compliance with Section 7.3 within thirty (30) Days of a bill date shall not preclude a Party from thereafter submitting a dispute or seeking a billing adjustment for any charges which have been paid, but any billing dispute which is not submitted within thirty (30) Days of a bill date or which is not submitted in writing in compliance with Section 7.3 shall not be effective to suspend the payment due date for the disputed amount or to prevent late charges and possible suspension or termination of service for non-payment of billed amounts in accordance with Section 7.2. Payment of billed amounts that are subsequently disputed or which become the subject of a request for adjustment shall not constitute or be deemed to represent a waiver of a Party's right to submit a dispute or seek an adjustment of such Party's account with respect to such paid amounts, and the paying Party shall not be required to designate any such payment as "conditional" or "under protest" in order to submit a dispute or seek a subsequent adjustment with respect to amounts which have previously been paid. A dispute which is filed more than thirty (30) Days after a bill date or a request for an account adjustment must be submitted in writing in the same manner as provided for in Section 7.3 with respect to

disputes, and such requests shall be subject to the Dispute Resolution provisions of this Agreement.

7.4. Late payment charges on invoices not paid when due (or any portion thereof which is not subject to a timely filed dispute) will be assessed until the amount due is paid in full, and shall be calculated using a rate equal to the lesser of the following:

7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date the invoiced Party actually makes the payment to the invoicing Party, or

7.4.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date the invoiced Party actually makes the payment to the invoicing Party.

7.5. Embarq shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Embarq. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

7.6. Embarq will bill CLEC for message provisioning and, if applicable, data tape charges related to exchange access records. Embarq will bill CLEC for the records at the rates on Table One. If CLEC requests additional copies of the monthly invoice, Embarq may also bill CLEC for the additional copies.

7.7. Embarq shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Embarq will review any changes to industry standards, and implement the changes within the industry-defined window. Embarq will notify CLEC of any deviations to the standards.

7.8. Where Parties have established interconnection, Embarq and the CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Embarq will provide CLEC the appropriate records to bill exchange access charges to the IXC. Embarq will capture EMI records for inward terminating calls and send them to CLEC, as appropriate, in a daily or other agreed upon interval, via an agreed upon media (*e.g.*: Connect Direct or CD Rom). Upon Embarq's request, CLEC will provide Embarq the appropriate records to bill exchange access charges to the IXC. CLEC will capture EMI records for inward terminating calls and send them to Embarq, as appropriate, in a daily or other agreed upon interval, via an agreed upon media (*e.g.*: Connect Direct or CD Rom).

7.9. Embarq shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

7.10. Embarq reserves the right to secure the account with a suitable form of security deposit in accordance with Section 36.

8. AUDITS AND EXAMINATIONS

8.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

8.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (*e.g.*: conference rooms, telephones, copying machines).

8.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 8.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense,

Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.

8.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. 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 or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 7.4 above.

8.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

10. LIMITATION OF LIABILITY

10.1. Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, 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 willful misconduct.

10.2. Notwithstanding the foregoing, in no event shall Embarq's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

10.3. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for

loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort except that the foregoing shall not limit a Party's obligation under Section 11 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.

10.4. EMBARQ SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY EMBARQ'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

10.5. CLEC SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF EMBARQ'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY CLEC'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

11. INDEMNIFICATION

11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.

11.2. CLEC shall indemnify and hold harmless Embarq from all claims by CLEC's subscribers.

11.3. Embarq shall indemnify and hold harmless CLEC from all claims by Embarq's subscribers.

11.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

11.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.

11.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

11.7. When the lines or services of other companies are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

11.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and Consequential Damages (as defined in Section 10 above).

12. INSURANCE

12.1. During the term of this Agreement, CLEC shall carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any property is located, not less than the following insurance:

12.2. Commercial General Liability with limits of not less than $1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability.

12.3. Upon request, CLEC shall furnish to Embarq a certificate of insurance, evidencing that the above coverage is in force will not be cancelled without first giving at least thirty (30) Days prior written notice to Embarq.

13. BRANDING

13.1. CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which Embarq may directly communicate with CLEC subscribers. In those instances where CLEC requests that Embarq personnel interface with CLEC subscribers, such Embarq personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.

13.2. Other business materials furnished by Embarq to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.

13.3. Except as specifically permitted 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.

13.4. Embarq shall share pertinent details of Embarq's training approaches related to branding with CLEC to be used by Embarq to assure that Embarq meets the branding requirements agreed to by the Parties.

13.5. 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.

14. REMEDIES

14.1. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

15. CONFIDENTIALITY AND PUBLICITY

15.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement; such information includes but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential Information").

15.2. During the term of this Agreement, and for a period of five (5) year thereafter, Recipient shall

15.2.1. use Confidential Information only for the purpose of performing under this Agreement,

15.2.2. hold Confidential Information in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and

15.2.3. safeguard Confidential Information from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

15.3. Recipient shall have no obligation to safeguard Confidential Information

15.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,

15.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,

15.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or

15.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

15.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

15.5. Each Party agrees that in the event of a breach of this Section 15 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

15.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section 15.6 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

15.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

15.8. Except as otherwise expressly provided in this Section 15, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation §222 of the Act.

16. DISCLAIMER OF WARRANTIES

16.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT,

INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

17. ASSIGNMENT AND SUBCONTRACT

17.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement.

17.2. Except as provided in Section 17.1, any assignment of this Agreement or of the obligations to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, shall be void. Upon a request by a Party for such consent, the other Party shall not unreasonably withhold or delay such consent, provided however, that reasonable grounds for withholding consent would include, without limitation, the existence of any material default by the requesting Party. For purposes of this paragraph, a Party shall be considered to be in material default if there are any outstanding amounts owed that have not been paid on or before the due date.

17.3. If a Party uses products or services obtained from the other Party under this Agreement to serve end user customers, then such Party may not make any sale or transfer of such end user customer accounts, or any facilities used to serve such end user customers, unless the purchaser or transferee has executed a written agreement to assume liability for any outstanding unpaid balances owed to the other Party under this Agreement for such services and products. Notwithstanding any assumption of liability by the purchaser or transferee, the Party selling or transferring such end user customer accounts, or facilities, shall remain jointly liable for the unpaid balances until the same are satisfied, in full, unless the selling or transferring Party obtains a written release of liability from the other Party, which release shall be at the reasonable discretion of the other Party.

17.4. If a Party seeks to transfer only a portion of facilities ordered pursuant to this Agreement, while retaining other facilities, then such transfer shall be treated as a disconnection and subsequent activation, subject to applicable disconnection and activation charges for such facilities, including any early termination fees, if applicable.

18. GOVERNING LAW

18.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

19. RELATIONSHIP OF PARTIES

19.1. It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

20. NO THIRD PARTY BENEFICIARIES

20.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent CLEC from providing its Telecommunications Services to other carriers.

21. NOTICES

21.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to CLEC:

Michael Metzger - General Mgr.
Fort Jennings Telephone Company
PO Box 146
65 West Third Street
Fort Jennings, OH 45844

With a Copy To:

If to Embarq:

Director – Contract Management
Embarq
KSOPKB0401-413
9300 Metcalf Avenue
Overland Park, KS 66212

Embarq External Affairs
Senior Attorney
50 W. Broad St., Suite 3600
Columbus, OH 43215

21.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be

effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

22. WAIVERS

22.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

22.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

22.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

23. SURVIVAL

23.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 7, 8, 9, 10, 11, 15, 20, 22, and 25.

24. FORCE MAJEURE

24.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 24 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Sections 4.4, 5.2, 5.4, and 5.5 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Embarq, Embarq agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

25. DISPUTE RESOLUTION

25.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement, except those services in Part F (non-251 services). Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve, other than Part F (non-251 services), may be submitted to the Commission for resolution, in the manner provided for herein. The dispute resolution provisions of this Section shall not preclude the Parties from seeking relief available in any other forum.

25.2. A Party may not submit a dispute to the Commission for resolution unless at least sixty (60) Days have elapsed after the Party asserting the dispute has given written notice of such dispute to the other Party. Such notice must explain in reasonable detail the specific circumstances and grounds for each disputed item, which shall include the specific information required in Section 7.3 for billing disputes. If a Party gives notice of a billing dispute more than thirty (30) Days after the billing date and has not paid the disputed amounts by the payment due date, then the notice of such dispute shall be deemed to have been given thirty (30) Days after the billing date for purposes of calculating the time period before such dispute may be submitted to the Commission.

25.3. The Parties shall meet or confer as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Parties, provided, however, that all reasonable requests for relevant, non-privileged, information made by one Party to the other Party shall be honored, and provided that the following terms and conditions shall apply:

25.3.1. If a Party provides written notice that a billing dispute has been denied, stating the grounds for such determination, then the disputing Party shall have ten (10) Days in which to either pay the disputed amounts or to send written notice advising the other Party that the disputing Party disagrees with the determination. Failure by the disputing Party to make a timely response to a notice of a dispute denial shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with Section 7.2.

25.3.2. Failure by the disputing Party to make a timely response to a notice of denial by the invoicing Party shall also preclude the disputing Party from thereafter requesting an escalation of the same dispute under Section 25.4, although the disputing Party may file a petition in compliance with Section 25.5.

25.4. If the Parties are unable to resolve the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, then upon the request of either Party, the dispute shall be escalated to other representatives of each Party that have authority to settle the dispute, and such escalation may be repeated every thirty (30) Days during which negotiations continue. Referral of a dispute by a Party to its legal counsel shall be considered an escalation for purposes of this paragraph.

25.5. If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with the Commission seeking resolution of the dispute. The petition or complaint shall include a statement that both Parties have agreed to request an expedited resolution by the Commission within sixty (60) Days from the date on which the petition or complaint was filed with the Commission.

25.6. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred.

25.7. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion.

25.8. A dispute which has been resolved by a written settlement agreement between the Parties or pursuant to a determination by the Commission may not be resubmitted under the dispute resolution process.

26. COOPERATION ON FRAUD

26.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. 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.

27. TAXES

27.1. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including Tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

27.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

27.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

27.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

27.3. Taxes and Fees Imposed on Purchasing Party but Collected And Remitted By Providing Party.

27.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

27.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

27.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

27.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

27.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

27.3.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

27.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

27.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

27.4.1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

27.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

27.4.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

27.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be

responsible for such payment and shall be entitled to the benefit of any refund or recovery.

27.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

27.4.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

27.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

27.5. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

27.6. To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. If Applicable Law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party furnishes the providing Party with a letter or other evidence of exemption, reasonably satisfactory to the providing Party, claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate. If the exemption is later found to be invalid by the applicable jurisdiction, then the purchasing Party shall pay any tax, interest and/or penalty that is determined to be due, and shall be responsible for any costs incurred by the providing Party, including but not limited to reasonable attorneys' fees.

28. AMENDMENTS AND MODIFICATIONS

28.1. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

29. SEVERABILITY

29.1. Subject to Section 4.2, if any part of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

30. HEADINGS NOT CONTROLLING

30.1. The headings and numbering of Sections and Parts in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

31. ENTIRE AGREEMENT

31.1. This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, subject only to the terms of any applicable Tariff on file with the state Commission or the FCC, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

32. SUCCESSORS AND ASSIGNS

32.1. Subject to the terms of this Agreement, Embarq and CLEC agree this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

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 upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part B Section 25.

34. [INTENTIONALLY LEFT BLANK]

PART C – GENERAL PRINCIPLES

35. PRICE SCHEDULE

35.1. All prices under this Agreement are set forth in Table One of this Agreement and are hereby incorporated into, and made a part of, this Agreement. If this Agreement provides for a service that does not have a corresponding rate in Table One, such service shall be considered not available under this agreement.

35.2. Subject to the provisions of Section 4 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

35.3. Local Resale service is not available under the terms of this Agreement.

35.4. Unbundled Network Elements are not available under the terms of this Agreement.

35.5. Collocation services are not available under the terms of this Agreement.

35.6. Call Related Databases

The charges that CLEC shall pay to Embarq for Call Related Databases are set forth in Table One of this Agreement.

36. SECURITY DEPOSIT

36.1. Embarq reserves the right to secure the account with a suitable security deposit in the form and amounts set forth herein. If payment of the security deposit is not made within thirty (30) days of the request, Embarq may stop processing orders for service and CLEC will be considered in material breach of the Agreement.

36.2. Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Embarq.

36.3. If a security deposit is required on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Embarq of additional orders for service.

36.4. Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by Embarq, or twice the most recent month's invoices from Embarq for existing accounts. All security deposits will be subject to a minimum deposit level of $10,000.

36.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Embarq's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular

practices of Embarq for the discontinuance of service for non-payment of any sums due Embarq.

36.6. Embarq may increase the security deposit requirements when gross monthly billing has increased beyond the level initially used to determine the security deposit.

36.7. Any security deposit shall be held by Embarq as a guarantee of payment of any charges for services billed to CLEC pursuant to this Agreement or in connection with any other services provided to CLEC by Embarq. Embarq may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

36.7.1. when CLEC's undisputed balances due to Embarq are more than thirty (30) Days past due; or

36.7.2. when CLEC files for protection under the bankruptcy laws; or

36.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days;

36.7.4. when this Agreement expires or terminates;

36.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth below in this Section; or

36.7.6. CLEC fails to provide Embarq with a replacement letter of credit on the terms set forth herein at least ten (10) Business Days prior to the expiration of any letter of credit issued to Embarq hereunder.

36.8. If any security deposit held by Embarq is applied as a credit toward payment of CLEC's balances due to Embarq, then Embarq may require the CLEC to provide a new deposit. If payment of the new deposit is not made within thirty (30) Days of the request, Embarq may stop processing orders for service and CLEC will be considered in breach of the Agreement.

36.9. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits.

36.10. Any letter of credit issued to Embarq hereunder must meet the following requirements:

36.10.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or

Moody's, then CLEC must obtain the prior written approval by Embarq to use such bank as the Letter of Credit Bank.

36.10.2. The original letter of credit shall be in such form and on terms that are acceptable to Embarq and must include an automatic one-year renewal extension.

36.10.3. If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly notify Embarq of such notice of non-renewal. Not later than ten (10) Business Days prior to the expiration of the letter of credit, CLEC shall provide Embarq a replacement letter of credit on substantially identical terms to the existing letter of credit (or such other terms as are acceptable to Embarq). If CLEC provides a replacement letter of credit not later than 10 Business Days prior to the expiration of the expiring letter of credit, then Embarq shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, Embarq will provide the original, expiring letter of credit to CLEC.

36.10.4. If CLEC desires to replace any letter of credit issued to Embarq hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section.

PART D – INTERCONNECTION

37. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

37.1. The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

37.1.1. With respect to any new trunking arrangements that are established after the Effective Date of this Agreement, the Parties agree to use and shall make available to each other bi-directional trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic, subject to any engineering, billing or other constraints.

37.1.2. With respect to any two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services previously established between the Parties, the Parties will transition such trunks to bi-directional trunks upon mutual agreement and in accordance with the following:

(a) The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan, to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan").

(b) The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements. CLEC agrees that the trunks which shall be converted will include end office two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services which subtend a tandem and will also include tandem two-way trunks (one-way trunks directionalized in each direction) and one-way trunks for local services.

(c) In addition to applicable tariff/contract rates, CLEC agrees to pay the conversion charges listed in Table One to compensate Embarq for the labor involved in the conversion.

37.1.3. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the

appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

37.1.4. The Parties will make available to each other separate two-way trunks for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.

37.1.5. Separate trunks must be utilized for connecting CLEC's switch to each 911/E911 tandem.

37.2. Direct Interconnection Requirements

37.2.1. Point of Interconnection. CLEC must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. In addition, CLEC shall establish additional POIs under the following circumstances:

(a) To the extent Embarq's network contains multiple tandems in the LATA, CLEC must establish a POI at each tandem where it wishes to exchange (*i.e.*, receive or terminate) traffic with Embarq.

(b) CLEC must establish a POI at an Embarq end office when total traffic volumes exchanged between the Parties at that particular Embarq end office exceeds a DS1 equivalent.

(c) For any Embarq end office which subtends a non-Embarq tandem and with which CLEC wishes to exchange traffic, CLEC agrees to either establish a POI at such Embarq end office or interconnect at the non-Embarq tandem and exchange traffic with such Embarq end office according to the terms of Section 42.

37.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Embarq will be responsible for engineering and maintaining its network on its side of the POI. Each Party is financially responsible for transport on its side of the POI.

37.2.3. Each Party is financially responsible for transporting its originated traffic to the POI.

37.2.4. The Parties may interconnect at a mid-span meet subject to the following terms, conditions and provisions:

(a) The mid-span meet point, as proposed, must be technically feasible and shall be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span meet point and to provide for a point of

demarcation between the networks of each party and the ability to control the environment.

(b) The mid-span meet point must be within or at Embarq's exchange boundary.

(c) The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced.

(d) Embarq will provide up to fifty percent (50%) of the facilities needed to connect the networks of the parties, or to Embarq's exchange boundary, whichever is less. Such facilities shall consist only of any new construction needed to extend each Party's existing network to the mid-span meet point and any construction and equipment which is needed at the mid-span meet point itself.

(e) Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan.

(f) The location, equipment and work needed to establish the mid-span meet point shall be subject to mutual agreement of the Parties.

37.2.5. If third party (*i.e.,* Competitive Access Provider or "CAP") leased facilities are used for interconnection, the POI will be deemed to be located at the Embarq office in which the third party's leased circuit terminates.

37.2.6. If CLEC chooses to interconnect with Embarq using a meet-point arrangement (*i.e.*, facilities jointly provisioned by Embarq and a third party LEC), CLEC will order those facilities that are wholly within Embarq's serving territory from Embarq's access tariff.

37.2.7. The CLEC shall be required to establish a CLLI Code for the message/switch ACTL at the Embarq wire center where the interconnection circuit terminates.

37.3. Technical Requirements for Interconnection

37.3.1. Interconnection at the Embarq Tandem

(a) Interconnection to Embarq Tandem Switch(es) will provide CLEC local interconnection for local service purposes to the Embarq end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.

(b) Interconnection to an Embarq Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.

(c) Where an Embarq Tandem Switch also provides End-Office Switch functions, interconnection to an Embarq tandem serving that exchange will also provide CLEC access to Embarq's end offices.

(d) The CLEC is responsible for provisioning its traffic to interface into Embarq's switch port at the DS1 level, including any muxing necessary for such purposes.

(e) Each Party is financially responsible for the transport of traffic on its side of the POI. If the CLEC chooses to lease the facility from the POI to the CLEC's network from Embarq and the facility is within Embarq's serving territory, the CLEC will lease the facility from Embarq's access tariff. The rates, terms and conditions associated with the tariff service CLEC orders will apply.

37.3.2. Interconnection at the Embarq End Office

(a) Interconnection to Embarq End Office Switch will provide CLEC local interconnection for local service purposes to the Embarq NXX codes served by that end office and any Embarq NXXs served by remotes that subtend those End Offices.

(b) The CLEC is responsible for provisioning its traffic to interface into Embarq's switch port at the DS1 level, including any muxing necessary for such purposes.

38. INTERCARRIER COMPENSATION

38.1. Compensation for Local Traffic Transport and Termination

38.1.1. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

(a) In a mid-span meet arrangement, when calls from CLEC are terminating on Embarq's network through the Embarq Tandem Switch, CLEC will pay Embarq a charge for Tandem Switching, common transport to the end office, and end-office termination.

(b) When the POI is at the Embarq Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.

(c) Charges billed to Embarq by CLEC for the transport and termination of Local Traffic will be equal to those that Embarq assesses the CLEC for the same services. Where CLEC is interconnected at an Embarq tandem and Embarq delivers traffic to CLEC directly from an end office, Embarq shall pay CLEC end

office termination. Where CLEC is interconnected at an Embarq tandem and Embarq delivers traffic directly to CLEC's switch and the CLEC switch serves a geographical area greater than or equal to the area served by the Embarq tandem, Embarq shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less than the area served by the Embarq tandem, Embarq shall pay CLEC end-office termination.

(d) To validate the geographic area CLEC must provide documentation supporting the following:

(i) that CLEC's switch serves a geographic area that is roughly the same size as the area served by the Embarq Tandem Switch;

(ii) that CLEC has obtained NPA/NXX codes to serve the exchanges within the geographic area; and,

(iii) that CLEC is serving the area using its own switch with its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.

(e) Where direct end office trunks are established, for CLEC-originated calls, CLEC shall pay Embarq end-office termination. CLEC shall also pay the common transport rate for calls that terminate at an Embarq Remote Switch served by the Embarq End Office Switch where the direct end office trunks are located. For Embarq originated traffic terminating to CLEC at that end office, compensation payable by Embarq shall be the same as that detailed in Section 38.1.1(c) above.

38.2. The rates to be charged for the exchange of Local Traffic and ISP-Bound Traffic are set forth in Table One and shall be applied consistent with the provisions of Part D of this Agreement.

38.2.1. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"), including but not limited to Embarq's option to invoke on a date specified by Embarq the FCC's ISP interim compensation regime, after which date ISP-bound traffic will be subject to the FCC's prescribed interim compensation regime including the terminating compensation rates, and other terms and conditions. CLEC agrees that on the date designated by ILEC, the Parties will begin billing

Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's ISP Compensation Order, unless the Parties are exchanging traffic (Local Traffic and/or ISP-Bound traffic) at Bill and Keep, such Bill and Keep arrangement shall continue.

38.3. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part D of this Agreement. If CLEC is acting as an IXC and a competitive local exchange carrier, CLEC must have a unique CIC for each type of service order. Specifically, CLEC must have two CICs, one that is used for ordering IXC facilities for interexchange toll traffic and one that is used to order facilities for local exchange traffic.

38.4. VNXX Traffic is not Local Traffic for purposes of intercarrier compensation, and such VNXX Traffic shall not be subject to reciprocal compensation. VNXX Traffic (including any VNXX Traffic which is ISP-Bound Traffic) shall be subject to the originating carrier's originating access rates which shall be payable by the Party providing VNXX Service. For purposes of this Agreement, any references to ISP-Bound Traffic shall not be deemed to include VNXX Traffic unless specifically stated otherwise.

38.4.1. The Parties agree that 0% of the total Embarq-originated/CLEC-terminated traffic shall occur via a VNXX arrangement. If it is determined that VNXX traffic does exist, all traffic dating from the Effective Date of this Agreement will be assumed to be VNXX Traffic subject to re-rating and true-up via credits and/or backbilling as appropriate.

38.4.2. Either Party may perform traffic studies at any time to verify the percentage set forth above. Each Party will provide data necessary to determine the geographic location of the CLEC's customers when requested to assist with a VNXX traffic study. Should the traffic study indicate that the percentage should be changed, the Parties agree to implement the correct percentage on a prospective basis (i.e. from the date of the traffic study) pursuant to written notice, without amending the agreement.

38.5. Local Calling Platform ("LCP") traffic is not Local Traffic for purposes of intercarrier compensation, and such LCP traffic shall not be subject to reciprocal compensation. LCP traffic shall be subject to the originating carrier's originating access rates which shall be payable by the Party owning the number for the intermediate platform (i.e. the first number dialed by the originating end user). The Parties agree that 0% of the total Embarq-originated/CLEC-terminated traffic will be LCP traffic. Either Party may perform traffic studies at any time to verify

the percentage set forth in this paragraph. Each Party will provide data necessary to determine the geographic location associated with the telephone number to which the call was ultimately completed, as distinct from the number of the intermediate platform. Should the traffic study indicate that the percentage should be changed, the Parties agree to implement the correct percentage on a prospective basis (i.e., from the date of the traffic study) pursuant to written notice, without amending the agreement.

38.6. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (*e.g.*, reciprocal compensation, interstate access and intrastate access).

38.7. A call placed on a non-local basis (*e.g.*, a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

38.8. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Embarq may request CLEC's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Embarq. Should the documentation indicate that the factor should be changed by Embarq; the Parties agree that any changes will be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. CLEC will transmit calling party number (CPN) as required by FCC rules (47 CFR 64.1601).

38.8.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than ninety percent (90%), all calls transmitted without CPN will be billed at intrastate access rates.

38.9. Each Party shall take steps to ensure that all traffic that it delivers to the receiving Party include a call record, and that such call records are transmitted intact to the receiving Party. Neither Party shall: (i) remove call records, (ii) alter or replace call records, (iii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines

or as mutually agreed to by the Parties. Using reasonable efforts and to the extent technically feasible, each Party also shall undertake steps to ensure that any service provider who hands off traffic for delivery to the other Party does not: (i) remove call records, (ii) alter or replace call records, (iii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Neither Party shall knowingly and intentionally (a) strip or alter call records to disguise the jurisdiction of a call or (b) permit third parties to do so for traffic the Party delivers to the other Party.

38.10. Either Party may request an audit of the traffic types exchanged between the Parties. Each Party will provide upon request traffic study documentation of traffic being delivered to the other Party. Audit periods may include the period beginning with the month after the last audit or the Effective Date of the Agreement through, and including, the month prior to the audit request. Traffic study documentation can include records produced either from Embarq or CLEC internal recording and monitoring systems or from third party vendors that record intercarrier traffic SS7 call records. These audit rights are in addition to the audit rights in Section 8 of this Agreement

39. SIGNALING NETWORK INTERCONNECTION

39.1. Embarq will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to Embarq's STPs via "A" links or for CLEC's "B" or "D" links which are dedicated to the transport of signaling for local interconnection. Embarq's signaling service will be charged at tariff rates to CLECs that order such service.

39.2. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

39.3. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Embarq will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

39.4. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Embarq an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups,

and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Embarq. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Embarq internal customer demand for 64K CCC trunks.

39.5. Signaling Systems

39.5.1. Signaling Link Transport

(a) Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at an Embarq STP site.

(b) Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

39.5.2. Signaling Transfer Points (STPs). STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

39.6. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Embarq SS7 network. These functions include:

39.6.1. Embarq local switching or Tandem Switching;

39.6.2. Embarq Service Control Points (SCPs)/Databases if arranged for under separate agreements;

39.6.3. Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and

39.6.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.

39.7. Interface Requirements. Embarq shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Embarq SS7 network:

39.7.1. An A-link interface from CLEC local switching systems; and

39.7.2. B- or D-link interface from CLEC STPs.

39.7.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

(a) An A-link layer shall consist of two (2) links,

(b) A B- or D-link layer shall consist of four (4) links,

39.8. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Embarq STP is located. Interface to Embarq's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

40. TRUNK FORECASTING

40.1. CLEC shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Embarq shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by CLEC to Embarq twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

40.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);

40.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;

40.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by CLEC that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

40.1.4. Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.

40.2. CLEC shall provide an updated trunk forecast when ordering or requesting additional trunks from Embarq anytime after the initial trunk implementation.

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

40.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS0, DS1, DS3/OC3 level, or higher, as agreed upon by CLEC and Embarq.

40.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

40.5.1. In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and Embarq acts upon this forecast to its detriment, Embarq may recoup any actual and reasonable expense it incurs.

40.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume to Embarq.

40.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

40.6. Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and an Embarq access Tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).

40.7. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, RASR or other industry standard format as specified by Embarq for trunk ordering.

41. NETWORK MANAGEMENT

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

41.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

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

42. INDIRECT TRAFFIC

42.1. Exchange Of Indirect Traffic

42.1.1. The exchange of Indirect Traffic (as defined below) between the Parties shall be subject to the terms, provisions and requirements of this Agreement. For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third Party Telecommunications Carrier provides the intermediary transiting service.

42.1.2. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection or physical direct trunk groups between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for such Indirect Traffic.

42.1.3. CLEC must interconnect at the tandem switch which Embarq's end office subtends in order to exchange Indirect Traffic with Embarq.

42.1.4. Notwithstanding any other provision to the contrary, once the volume of Indirect Traffic exchanged between the Parties at an Embarq end office exceeds a DS1 equivalent of traffic, CLEC must establish a direct interconnection with Embarq's end office for the mutual exchange of traffic. Within sixty (60) days of when the indirect traffic exceeds a DS1, CLEC shall establish a direct interconnection with Embarq's end office

42.1.5. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.

42.1.6. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network.

42.1.7. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If

the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company. Any direct costs incurred by the terminating Party to obtain the records from a third party will be billed back to the originating Party.

42.2. Compensation for Indirect Traffic

42.2.1. Until the volume of Indirect Traffic exchanged between the Parties at an Embarq end office exceeds a DS1, each Party is responsible for the payment of transit charges for its originating traffic assessed by the transiting party. After Indirect traffic exceeds a DS1, if CLEC has not established a direct end office trunking sixty (60) days after Embarq notifies CLEC in accordance with Section 21, CLEC will reimburse Embarq for any transit charges billed by an intermediary carrier for Local Traffic, ISP-Bound Traffic or VNXX Traffic originated by Embarq.

42.2.2. VNXX, Non-Local and Non-ISP-Bound Indirect Traffic

(a) Compensation for the termination and/or origination of VNXX Traffic, non-Local Traffic, non-ISP-Bound Traffic and 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

(b) Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

42.2.3. Local Traffic and local ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Part D of this Agreement.

43. USAGE MEASUREMENT

43.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

43.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

43.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.

43.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

44. RESPONSIBILITIES OF THE PARTIES

44.1. Embarq and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part D and as otherwise set forth in this Agreement.

44.2. CLEC and Embarq shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

44.3. CLEC and Embarq shall:

44.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

44.3.2. Notify each other when there is any change affecting the service requested, including the due date.

44.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

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

44.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

44.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7)

days a week. Any changes to this contact arrangement must be immediately provided to the other party.

44.3.7. Provide to each other test-line numbers and access to test lines.

44.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART E – LOCAL NUMBER PORTABILITY

45. INTRODUCTION

45.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum Guidelines. To the extent consistent with the FCC and Industry Guidelines as amended from time to time, the requirements for LNP shall include the following:

45.2. End users must be able to change local service providers and retain the same telephone number(s) within the serving rate center utilizing the portability method as defined by the FCC.

45.3. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.

45.3.1. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable switches serving the rate center.

45.3.2. When an end user ports to another service provider and has previously secured a reservation of line numbers from the donor provider under contract or tariff for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the end user.

45.3.3. NXX Availability. Not all NXXs in each CO may be available for porting.

45.3.4. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.

45.3.5. Coordination of service order work outside normal business hours (8:00 a.m. to 5:00 p.m.) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.

45.3.6. Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for mass calling numbers.

46. TESTING

46.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.

46.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 33 of the agreement.

46.3. CLEC must be NPAC certified and have met Embarq testing parameters prior to activating LNP. After initial LNP implementation by a CLEC/CMRS provider testing and porting will be done at CLEC's expense.

46.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

46.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or Embarq network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

47. ENGINEERING AND MAINTENANCE

47.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.

47.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.

47.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

48. E911/911

48.1. When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to the PSAP call centers.

48.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

49. BILLING FOR PORTED NUMBERS

49.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.

49.2. Non-Payment. Customers lose the right to the ported telephone number upon suspension of service. Embarq will not port telephone numbers of customers whose service has been suspended.

PART F – NON-251 SERVICES

50. CALL-RELATED DATABASES

50.1. Embarq will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Embarq reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.

50.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a CNAM response.

50.1.2. The Toll Free Number Database provides functionality necessary for toll free (*e.g.,* 800 and 888) number services by providing routing information and additional vertical features (*i.e.*, time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of Embarq's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

50.1.3. Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC's SSPs and received by Embarq's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.

(a) CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the Embarq database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Embarq shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

(b) Embarq's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Embarq shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other Embarq companies.

51. TRANSIT TRAFFIC

51.1. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, Embarq will provide Transit Services for CLEC's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than Embarq, and (3) other CMRS carriers. Embarq will only provide a Transit Service where CLEC is interconnected at the same Embarq tandem switch to which the terminating carrier is interconnected. CLEC agrees not to route Transit Traffic to a non-Embarq tandem (i.e., double tandem indirect traffic) where the NPA-NXX of the number called is rated within Embarq's tandem serving area, and CLEC shall reimburse Embarq for any terminating compensation charged to Embarq by a terminating carrier as a result of any such double tandem Transit Traffic routed by CLEC.

51.2. Embarq may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.

51.3. Terms and Conditions

51.3.1. In the event Transit Traffic routed by one Party to the other Party is blocked by a third party, the Party to whom the Transit Traffic was routed shall have no obligation to resolve the dispute. CLEC acknowledges that Embarq does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to Embarq by the CLEC. Each Party acknowledges that it is the responsibility of the Party routing Transit Traffic to the other Party to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of Transit Traffic to that third party.

51.4. Payment Terms and Conditions

51.4.1. CLEC shall pay a Transit Service rate as set forth in Table One for any Transit Traffic routed to Embarq by the CLEC.

51.5. Billing Records and Exchange of Data

51.5.1. Parties will use their best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

51.5.2. Upon request by CLEC and to the extent possible, Embarq agrees to provide the CLEC information on Transit Traffic which is routed to CLEC utilizing Embarq's Transit Service. To the extent Embarq incurs additional cost in providing this billing information, CLEC agrees to reimburse Embarq for its direct costs of providing this information.

51.5.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

51.6. Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, Embarq may, but shall not be obligated to require CLEC to establish a direct connection with the parties to whom they are sending traffic. Embarq also reserves the right to require CLEC to establish a direct connection to the third party if, in Embarq's sole discretion, the tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing tandem and network configuration. Within sixty (60) Days after Embarq notifies CLEC of the requirement to direct connect, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection, Embarq may thereafter charge CLEC for such transit service at double the transit rate set forth in Table One, or discontinue providing transit service to CLEC, at the sole discretion of Embarq, provided however, that Embarq shall exercise such discretion in a non-discriminatory manner.

PART G – GENERAL BUSINESS REQUIREMENTS

52. PROCEDURES

52.1. Contact with End Users

52.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its end users, except as specified by that Party. Subscribers include active end users as well as those for whom service orders are pending.

52.1.2. Each Party shall ensure that any of its personnel who may receive end user inquiries, or otherwise have opportunity for end user contact from the other Party's end user regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or end user contact.

52.1.3. Embarq shall not use CLEC's request for end user information, order submission, or any other aspect of CLEC's processes or services to aid Embarq's marketing or sales efforts.

53. [INTENTIONALLY OMITTED]

54. PROVISION OF USAGE DATA

54.1. This Section sets forth the terms and conditions for Embarq's provision of Recorded Usage Data (as defined in Section 54.2.3) to CLEC and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. Embarq shall record for CLEC the messages that Embarq records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Embarq and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) Days after transmission to the other party.

54.2. General Procedures

54.2.1. Embarq shall comply with various industry and OBF standards referred to throughout this Agreement.

54.2.2. Embarq shall comply with OBF standards when recording and transmitting Usage Data.

54.2.3. For the purposes of this Agreement, Recorded Usage Data means the following types of call records recorded by Embarq for calls involving CLEC end users:

(a) Calls to Information Providers (IP) reached via Embarq facilities;

(b) Calls to Directory Assistance where Embarq provides such service to a CLEC end user;

(c) Calls completed via Embarq-provided Operator Services where Embarq provides such service to CLEC's local service end user and;

(d) Access records related to long distance calling.

54.2.4. Retention of Records. Embarq shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) Days. During the forty-five (45) day period, Embarq shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, Embarq may provide the data back-up at CLEC's expense.

54.2.5. Embarq shall provide to CLEC Recorded Usage Data for CLEC end users. Embarq shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.

54.2.6. Embarq shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the end user except where explicitly permitted to do so within a written agreement between Embarq and CLEC.

54.2.7. Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either the CLEC or the CLEC's end user.

54.2.8. Embarq shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.

54.2.9. Embarq shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

54.2.10. Embarq shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.

54.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Embarq and receiving usage tapes from a courier service in the event of a facility outage.

54.2.12. Embarq shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

54.3. Charges

54.3.1. [Intentionally left blank]

54.3.2. Embarq will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI (*i.e.,* Billing Number).

54.3.3. Embarq will deliver a monthly statement for Wholesale Services in the medium (*e.g.:* NDM, paper, or CD-ROM) requested by CLEC as follows:

(a) Invoices will be provided in a standard Carrier Access Billing format or other such format as Embarq may determine;

(b) Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay Embarq for providing such call detail;

(c) The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

(d) Embarq agrees to provide information on the end user's selection of special features where Embarq maintains such information (*e.g.*, billing method, special language) when CLEC places the order for service;

(e) Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.

(f) Embarq shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Embarq shall also bill CLEC for additional copies of the monthly invoice.

54.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) Days.

54.4. Central Clearinghouse and Settlement

54.4.1. Embarq and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

54.4.2. Embarq shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

54.5. Lost Data

54.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Embarq in its performance of the recording function shall be recovered by Embarq at no charge to CLEC. In the event the data cannot be recovered by Embarq, Embarq shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Embarq and CLEC. This estimate shall be used to adjust amounts CLEC owes Embarq for services Embarq provides in conjunction with the provision of Recorded Usage Data.

54.5.2. Partial Loss. Embarq shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 54.5 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

54.5.3. Complete Loss. When Embarq is unable to recover data as discussed in Section 54.5 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

54.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Embarq shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which

the loss occurred and compute an average of these volumes. Embarq shall apply the appropriate average revenue per message ("arpm") agreed to by CLEC and Embarq to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

54.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

54.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Embarq shall use volumes from the two (2) preceding Sundays.

54.5.7. If the loss occurs on Mother's day or Christmas day, Embarq shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

54.6. Testing, Changes and Controls

54.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and Embarq.

54.6.2. Control procedures for all usage transferred between Embarq and CLEC shall be available for periodic review. This review may be included as part of an Audit of Embarq by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Embarq and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Embarq.

54.6.3. Embarq Software Changes

(a) When Embarq plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated Embarq personnel shall notify CLEC no less than ninety (90) Days before such changes are implemented.

(b) Embarq shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.

(c) CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with Embarq and shall arrange to have the data tested utilizing the modified software if required.

(d) If it is necessary for Embarq to request changes in the schedule, content or format of usage data transmitted to CLEC, Embarq shall notify CLEC.

54.6.4. CLEC Requested Changes:

(a) CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Embarq.

(b) When the negotiated changes are to be implemented, CLEC and/or Embarq shall arrange for testing of the modified data.

54.7. Information Exchange and Interfaces

54.7.1. Product/Service Specific. Embarq shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Embarq's offering and are provided for Embarq's subscribers on a per usage basis.

54.8. Rejected Recorded Usage Data

54.8.1. Upon agreement between CLEC and Embarq, messages that cannot be rated and/or billed by CLEC may be returned to Embarq via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Embarq in their original EMI format utilizing standard EMI return codes.

54.8.2. Embarq may correct and resubmit to CLEC any messages returned to Embarq. Embarq will not be liable for any records determined by Embarq to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Embarq. Embarq will only assume liability for errors and unguideables caused by Embarq.

55. [INTENTIONALLY LEFT BLANK]

56. MISCELLANEOUS SERVICES AND FUNCTIONS

56.1. The services described in Section 56 shall only be available to the CLEC under this Agreement (i) when Embarq is providing the service to itself, (ii) in areas where Embarq is providing such service to Embarq's end user subscribers, and (iii) subject to the limitations specified herein. To the extent that Embarq does

not provide the services described in this Section 56 to itself, or the requested service is not available to Embarq's end user subscribers in such areas, CLEC must secure any desired services under a separate commercial agreement with Embarq or another provider.

56.2. Basic 911 and E911 Service.

56.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

56.2.2. Basic 911 and E911 functions shall only be provided to CLEC for resale, and shall be at Parity with the support and services that Embarq provides to its subscribers for such similar functionality.

(a) Where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with CLEC data in an interval at Parity with that experienced by Embarq end users.

(b) Embarq shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

56.2.3. In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), CLEC shall participate in the provision of the 911 System in accordance with applicable tariffs, or if no tariff is applicable, then pursuant to a separate commercial agreement with Embarq.

56.2.4. If a third party is the primary provider of the 911 System to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CLEC are totally separate from this Agreement and Embarq makes no representations on behalf of the third party.

56.2.5. Basic 911 and E911 Database Requirements

(a) The ALI database shall be managed by Embarq, but is the property of Embarq and CLEC for those records provided by CLEC.

(b) To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three Business Days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.

(c) CLEC shall be solely responsible for providing CLEC database records to Embarq for inclusion in Embarq's ALI database on a timely basis.

(d) Embarq and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Embarq shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the MSAG. Embarq shall accept electronically transmitted files that conform to NENA Version #2 format.

(e) CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to Embarq.

(f) CLEC shall provide information on new subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from CLEC. If Embarq detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) Business Days from when it was provided to Embarq. CLEC shall respond to requests from Embarq to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.

(g) Embarq agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.

56.3. Directory Listings Service

56.3.1. These requirements pertain to Embarq's Listings Service Request process that enables CLEC to (i) submit CLEC subscriber information for inclusion in Directory Listings databases; (ii) submit CLEC subscriber information for inclusion in published directories; and (iii) provide CLEC subscriber delivery address information to enable Embarq to fulfill directory distribution obligations.

56.3.2. When implemented by the Parties, Embarq shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Embarq shall create a standard format

and order process by which CLEC can place an order with a single point of contact within Embarq.

56.3.3. Embarq will provide to CLEC the following Directory Listing Migration Options:

(a) Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.

(b) Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.

(c) Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.

(d) To ensure accurate order processing, Embarq or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:

(e) A matrix of NXX to central office;

(f) Geographical maps if available of Embarq service area;

(g) A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;

(h) Listing format rules;

(i) Standard abbreviations acceptable for use in listings and addresses;

(j) Titles and designations; and

(k) A list of all available directories and their Business Office close dates

56.3.4. Embarq shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:

(a) "LISTED" means the listing information is available for all directory requirements;

(b) "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;

(c) "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

56.3.5. Based on changes submitted by CLEC, Embarq shall update and maintain directory listings data for CLEC subscribers who:

(a) Disconnect Service;

(b) Change CLEC;

(c) Install Service;

(d) Change any service which affects DA information;

(e) Specify Non-Solicitation; and

(f) Change categories from Non-Published, Non-Listed, or Listed.

56.3.6. The charge for storage and maintenance of CLEC subscriber information in the DL systems is included in the rates where CLEC is buying UNE Loops or resold services with respect to specific addresses. CLECs that are not buying UNE Loops or resold services shall pay for such storage and maintenance services at the rate reflected on Table One.

56.3.7. CLEC acknowledges that many directory functions including but not limited to directory proofing, and directory distribution are not performed by Embarq but rather are performed by and are under the control of the directory publisher, and Embarq shall not have any liability to CLEC for any acts or omissions of the publisher.

56.3.8. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must either submit a Directory Service Request (DSR) or contract directly with the publisher.

56.3.9. CLEC shall provide directory listings to Embarq pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

56.3.10. Traditional White Pages Listings.

(a) Embarq shall include in its master subscriber system database all white pages listing information for CLEC subscribers whose information was properly submitted via a DSR.

(b) One basic White pages listing for each CLEC customer is included in the rates where CLEC is buying UNE Loops or resold services

at a specific address and additional listings for a specific address shall be provided at the rates reflected on Table One. If CLEC requests a listing for an address where CLEC is not buying UNE Loops or resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table One. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Embarq and other LEC customers.

(c) CLEC agrees to provide customer listing information for CLEC's subscribers, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide CLEC with the appropriate format for provision of CLEC customer listing information to Embarq. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

(d) CLEC will be charged a Service Order entry fee upon submission of Service Orders into Embarq's Service Order Entry (SOE) System. Service Order entry fees apply when Service Orders containing directory records are entered into Embarq's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

(e) CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.

(f) In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (*e.g.*, additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.

(g) Embarq, or its directory publisher, will provide White Pages distribution services to CLEC customers, in areas where Embarq is providing such service to Embarq's end user subscribers, at no additional charge to CLEC at times of regularly scheduled distribution to all customers. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other CLEC customers.

(h) Embarq agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable Embarq directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

(i) Embarq will accord CLEC customer listing information the same level of confidentiality that Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Embarq and CLEC will not be deemed a violation of this confidentiality provision.

(j) Embarq will provide CLEC's customer listing information to any third party to the extent required by Applicable Rules.

56.4. Other Directory Services.

56.4.1. Embarq will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this Section 56.4. Both parties acknowledge that Embarq's directory publisher is not a party to this Agreement and that the provisions contained in this Section 56.4 are not binding upon Embarq's directory publisher.

56.4.2. Embarq will request that its publisher make available to CLEC the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.

56.4.3. Embarq will request that its publisher make directory advertising available to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.

56.4.4. Embarq will request that its publisher use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.

56.4.5. Embarq will request that its publisher make available information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 56.3.10 subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

56.4.6. The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

56.5. Directory Assistance Data.

56.5.1. Directory Assistance Data consists of information within residential, business, and government subscriber records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.

56.5.2. Under a separate agreement, Embarq will provide CLEC with unbundled and non-discriminatory access to the residential, business and government subscriber records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange CLECs to swiftly and accurately respond to requests by end users for directory information, including, but not limited to name, address and phone numbers. The separate agreement shall provide for each of the following:

(a) Subscriber records. CLEC shall have access to the same subscriber record information that Embarq used to create and maintain its databases for the provision of live or automated operator assisted Directory Assistance.

(b) Data Transfer. Embarq shall provide to CLEC, at CLEC's request, all published Subscriber List Information (including such information that resides in Embarq's master subscriber system/accounts master file for the purpose of publishing

directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

PART H – REPORTING STANDARDS

57. GENERAL

57.1. Embarq shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Embarq's performance under this agreement shall be provided to CLEC at parity with the performance Embarq provides itself for like service(s).

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

"CLEC"		**"Embarq"**	
By:	Michael A Metzger	By:	
Name:	Michael A Metzger	Name:	Michael R. Hunsucker
Title:	General Manager	Title:	Director, Contract Management
Date:	8/29/08	Date:	9-15-08

TABLE ONE

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY. OHIO		
MRC	NRC			
		USAGE FILE CHARGES	MRC	NRC
		Message Provisioning, per message	$0.000684	
		Data Transmission, per message	$0.00000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		$18.00
		OTHER CHARGES	MRC	NRC
		PIC Change Charge, per change		Per Tariff
		Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	MRC	NRC
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		$8.80
		TRIP CHARGE	MRC	NRC
	I0007	Trip Charge		$18.30
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	MRC	NRC
	I0008	Manual Service Order NRC		$16.74
	I0009	Manual Service Order - Listing Only		$16.74
	I0010	Manual Service Order - Change Only		$16.74
	I0011	Electronic Service Order (IRES)		$9.26
	I0012	Electronic Service Order - Listing Only		$9.26
	I0013	Electronic Service Order - Change Only		$9.26
	I0016	Trouble Isolation Charge		$71.32
		LNP Coordinated Conversion - Lines 1 -10		$66.33
		LNP Coordinated Conversion - Each additional line		$4.79
		LNP Conversion - 10 Digit Trigger		$0.00
		MULTIPLEXING	MRC	NRC
		Multiplexing elements are only relevant in conjunction with UNE transport.		
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	$144.72	$94.90
		DS1-DS0 Disconnect		$17.23
I0136	I0137	Multiplexing - DS3-DS1 (per DS3)	$252.07	$94.90
		DS3-DS1 Disconnect		$17.23
		RECIPROCAL COMPENSATION	MRC	NRC
		End Office - per MOU	$0.003997	N/A
		Tandem Switching - per MOU	$0.002435	N/A

		Shared Transport - per MOU	$0.001641	N/A
		TRANSIT SERVICE	MRC	NRC
		Transit Service Charge - per MOU	$0.005000	
		DATABASE	MRC	NRC
		Local Number Portability query (LNP)	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Simple	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Complex Additive	Per interstate tariff	Per interstate tariff
		Line Information Database query (LIDB)	Per interstate tariff	Per interstate tariff
		Line Information Database query transport (LIDB)	Per interstate tariff	Per interstate tariff
		DIRECTORY SERVICES	MRC	NRC
		Directory - Premium & Privacy Listings		Refer to Applicable Retail Tariff
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	$1.00	
		STREET INDEX GUIDE	MRC	NRC
	I0001	SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		$18.00

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Case No(s). 08-1106-TP-NAG

Summary: Application of United Telephone Company of Ohio d/b/a Embarq for approval of a negotiated agreement with Fort Jennings Telephone Company electronically filed by Sonya I Summers on behalf of United Telephone Company of Ohio d/b/a Embarq