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July 10, 2012

Ms. Barcy F. McNeal, Secretary
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215-3793

Re: Time Warner Cable Information Services (Ohio), LLC/Minford
Telephone Company
Case No. 12-2033-TP-NAG

Dear Ms. McNeal:

Pursuant to Rule 4901:1-7-07(D) of the Ohio Administrative Code, I am submitting for the Commission's review an Interconnection Agreement between Minford Telephone Company and Time Warner Cable Information Services (Ohio), LLC. This Agreement, which was signed earlier this month, is being submitted pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996 (the "Act").

The completed Telecommunications Application Form and the final executed Interconnection Agreement between Minford Telephone Company and Time Warner Cable Information Services (Ohio), LLC are attached.

Thank you for your consideration and assistance in this matter. Please feel free to contact me if you have any questions.

Sincerely yours,

Stephen M. Howard
Attorneys for Time Warner Cable Information
Services (Ohio), LLC

SMH/jaw

Attachments

cc: Julie Dreher (w/att.)
Ms. Maribeth Bailey (w/att.)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of Time Warner Cable)
Information Services (Ohio), LLC to Approve an)
Interconnection Agreement with Minford Telephone)
Company.)

TRF Docket No. 90-9278-TP-TRF

Case No. 12 - 2033 - **TP** - **NAG**

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

Name of Registrant(s) Time Warner Cable Information Services (Ohio), LLC

DBA(s) of Registrant(s) Time Warner Cable

Address of Registrant(s) 60 Columbus Circle, New York, NY 10023

Company Web Address www.timewarnercable.com

Regulatory Contact Person(s) Julie Laine

Phone (212)-364-8482 Fax (704)-973-6239

Regulatory Contact Person's Email Address julie.laine@twcable.com

Contact Person for Annual Report Julie Laine

Phone (212)-364-8482

Address (if different from above) _____

Consumer Contact Information Julie Laine

Phone (212)-364-8482

Address (if different from above) _____

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

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

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 <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> 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)		<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA <u>1-6-09(C)</u> (Auto 30 days)	<input type="checkbox"/> AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Non-Auto)	<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Auto 90 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN <u>1-6-11(A)</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)	<input type="checkbox"/> ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-14(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)	<input type="checkbox"/> CIO <u>1-6-14(A)</u> (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> 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	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 1-7-05</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-04 or 1-7-05</u> (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-05</u> (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> 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, _____, 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, Stephen M. Howard

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) Stephen M. Howard, Attorney

(Date) July 10, 2012

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

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 AGREEMENT

BETWEEN

MINFORD TELEPHONE COMPANY

AND

TIME WARNER CABLE INFORMATION SERVICES (OHIO), LLC

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT ("*Agreement*"), is made effective upon signature by both Time Warner Cable Information Services (Ohio), LLC ("*CLEC*") with offices at 60 Columbus Circle, New York, New York 10023, and Minford Telephone Company ("*ILEC*"), 10717 State Road 139, Minford, OH 45653. This Agreement may refer to either ILEC or CLEC or both as a "*Party*" or "*Parties*."

WHEREAS, ILEC is an Incumbent Local Exchange Carrier authorized to provide Telecommunications Services in various exchanges in the State of Ohio (the "*ILEC's Service Territory*"); and

WHEREAS, CLEC is or seeks to become a Competitive Local Exchange Carrier authorized to provide Telecommunications Services in the ILEC's Service Territory; and

WHEREAS, the Parties wish to interconnect their facilities and exchange Telecommunications Traffic to fulfill their obligations pursuant to Sections 251(a) and (b) of the Act and for the purpose of transporting and terminating such Telecommunications Traffic.

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

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

1. **Effective Date, Term & Termination.**

- 1.1 Effective Date. This Agreement shall be deemed effective on the date stated in the first paragraph of this Agreement (the "*Effective Date*").
- 1.2 Term. This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until three (3) years after the Effective Date (the "*Initial Term*"). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "*Follow-on Term*") unless and until cancelled or terminated as provided in this Agreement.
- 1.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination ("*Notice of Termination*") at least ninety (90) calendar days in advance of the applicable date of termination. Either Party may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.

- 1.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides notice of termination pursuant to Section 1.3 and, on or before the noticed date of termination, either Party has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between the Parties; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination, or (c) as may be mutually agreed by the Parties, unless an arbitration petition for a successor agreement has been filed by either Party, in which case (a) applies.
- 1.5 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) days prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
- 1.6 Suspension or Termination Upon Default. Subject to either Party invoking its rights under Section 10, Dispute Resolution, either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within sixty (60) calendar days of receipt of written notice thereof.
- 1.7 “Default” is defined to include:
- (a) A Party’s insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party, consistent with any order, decision, or other binding action taken by the bankruptcy court, or similar adjudicator of the Parties’ rights in the event of receivership or bankruptcy; or
 - (b) The final revocation by the Commission of a Party’s Certificate of Operating Authority or and transition of End-User Customers to another carrier; or
 - (c) A decision pursuant to the Formal Dispute Resolution provisions of Section 10, Dispute Resolution, that a Party has materially breached any of the terms or conditions hereof; or
 - (d) Failure of a Party to pay undisputed amounts or to properly dispute unpaid amounts in accordance with Section 6.2, Billing and Payments/Disputed Amounts, subject to either Party invoking its rights under Section 10, Dispute Resolution.

1.8 Other Relief. Notwithstanding any other provision of Section 1.6 and except as may be prohibited by applicable federal law, either Party, as allowed by the Commission, may seek relief from the other Party's claims, assertions, actions or inaction in breach of this Agreement.

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

2. Contact Information.

The Parties agree to exchange and to update contact and referral information for all purposes herein, including, but not limited to, order inquiry, number porting, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

3. Amendments.

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

4. Assignment.

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

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

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this

Agreement. Each Party represents that it has had the opportunity to consult with legal counsel of its choosing.

6. **Billing and Payment.**

6.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges as set forth in this Agreement. The Party billed ("**Billed Party**") shall pay to the invoicing Party ("**Billing Party**") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made by the prior business day. Neither Party shall back-bill the other Party for services provided under this Agreement that are more than twelve (12) months old or that predate this Agreement. If a Party fails to bill for a service within twelve (12) months of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

6.1.1 Any amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Governing Law set forth in Section 15.

6.2 Billing Disputes

6.2.1 Neither Party shall dispute any amount billed by the Other Party (whether paid or unpaid) more than two (2) months from the date of the initial invoice for the charge to be disputed. If a Party fails to dispute a charge within two (2) months of the bill date of the initial invoice for that charge, then that Party waives its rights to dispute that charge (and /or payment of that charge), absent fraud or willful misconduct by the Billing Party. Within said two (2) month period the Billed Party shall give written notice to the Billing Party of the invoice involved and the amount it disputes (the "**Disputed Amount**"). Within three (3) months from the date of the initial invoice for that charge the Billed Party shall provide the specific details and reasons for disputing each item. The Billed-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to any Disputed Amount.

6.2.2 If the dispute is resolved such that payment of some amount is required from the Billed Party, the Billed Party shall pay within sixty (60) days of the resolution of such dispute such required amounts with interest from the original due date at the rate specified in Section 6.1.1, above.

6.2.3 If the dispute is resolved such that both (i) payment of some or all of the Disputed Amount is not required, and (ii) the Billing Party is required to re-refund some amount to the Billed Party, the Billing Party will issue the Billed Party an appropriate credit on its next invoice following the date of

resolution of the dispute, together with interest from the date payment was received at the rate specified in Section 6.1.1, above.

- 6.2.4 Any dispute concerning whether a Disputed Amount is due that the Parties cannot resolve by working together in good faith shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 10 of this Agreement.

6.3 Consequences of Failure to Make Timely Payment

- 6.3.1 If any payment is not made when due, the Billing Party may send written notice (the “*Failure to Pay Notice*”) to the Billed Party that provides the following:
 - 6.3.1.1 notice that if payment is not made within fifteen (15) days of the date of this Failure to Pay Notice, the Billing Party will stop servicing all pending service orders from the Billed Party, will stop accepting new service orders from the Billed Party; and
 - 6.3.1.2 notice that if payment is not made within thirty (30) days of the date of this Failure to Pay Notice, the Billing Party will suspend all services provided under this Agreement; and
 - 6.3.1.3 notice that if payment is not made within forty-five (45) days of the date of this Failure to Pay Notice, the Billing Party will terminate this Agreement.
- 6.3.2 Following the sending of the Failure to Pay Notice, the Billing Party shall be free to take any or all of the above described actions if the full amount due is not paid prior to the expiration of the applicable period(s).
- 6.3.3 These consequences shall apply only to the non-payment of charges that are past due. Any unpaid charge that is disputed pursuant to Section 6.2, above, does not become past due, if at all, until expiration of the time period for payment following resolution of the dispute.

6.4 Audits

Either Party may conduct an audit of the other Party’s billing data and invoices pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party’s accuracy of billing data and invoicing in accordance with this Agreement provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location

designated by the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

- 6.4.1 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.
- 6.4.2 Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the Dispute Resolution procedures set forth in Section 10 of this Agreement.
- 6.4.3 In addition to the audit rights in this Section 6, if either Party uses a third party to provide any services under this Agreement the Parties will cooperate with each other to obtain the necessary documentation to conduct an audit related to those services.

7. Compliance with Laws and Regulations.

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

8. Confidential/Proprietary Information.

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

by any governmental authority or Applicable Law, upon advice of counsel, only in accordance with Section 8.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, provided that, if the request or disclosure includes Confidential/Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 8.2.

8.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Confidential/Proprietary Information, or believes it is necessary to disclose Confidential/Proprietary Information pursuant to Section 8.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party may disclose the Confidential/Proprietary Information within the time required by the governmental authority or Applicable Law provided that the Disclosing Party has been provided with written notice under this Section 8.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.

8.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Confidential/Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

9. Fraud.

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

10. Dispute Resolution.

10.1 Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising

out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 10.2 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential/Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 10.3 Formal Dispute Resolution. If negotiations pursuant to Section 10.2 fail to produce an agreeable resolution within sixty (60) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- 10.4 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including making payments in accordance with Section 6) in accordance with this Agreement.

11. Entire Agreement.

This Agreement, together with all applicable attachments, exhibits, schedules, and addenda, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, discussions, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any terms of this Agreement, the

provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

12. Expenses.

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

13. Force Majeure.

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

14. Good Faith Performance.

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

15. Governing Law.

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

16. Headings.

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

17. Independent Contractor Relationship.

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

contractual, agency, or any other type of relationship or third party liability between either Party and the other Party's End-User Customers or other third parties.

18. Law Enforcement Interface.

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

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

19. Liability and Indemnity.

19.1 DISCLAIMER

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

19.2 Indemnification

19.2.1 Each Party (the "*Indemnifying Party*") shall indemnify and hold harmless the other Party (the "*Indemnified Party*") from and against claims for loss, cost, liability, damage, and expense (including reasonable attorneys' fees) ("*Claims*") by End-User Customers of the Indemnifying Party and other third persons, for:

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

19.2.1.2 libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's facilities and originated by the Indemnifying Party or one of its End-User Customers; and

- 19.2.1.3 claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.
- 19.2.2 A Party's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of, or in connection with the negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.
- 19.2.3 Notwithstanding this indemnification provision or any other provisions in the Agreement, neither Party, nor its parent, subsidiaries, Affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in Section 19.3.3 of this Agreement.
- 19.2.4 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims by End-User Customers or other third persons for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and will promptly assume the defense of such Claim.
- 19.2.4.1 In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after not less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.
- 19.2.4.2 The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified Party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the Indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnified Party from or against any Claims in excess of the amount of the refused compromise or settlement.
- 19.2.4.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

19.3 Limitation of Liability

- 19.3.1 Except for a Party's indemnification obligations under Section 19.2, no liability shall attach to either Party, its parents, subsidiaries, Affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.
- 19.3.2 Except as otherwise provided in Section 19, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.
- 19.3.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "*Consequential Damages*"), even if the other Party has been advised of the possibility of such damages.

19.4 Intellectual Property

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

20. **Joint Work Product.**

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

21. **Multiple Counterparts.**

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

22. No Third Party Beneficiaries.

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

23. Notices.

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, postage prepaid, certified mail, return receipt, (iv) faxed, or (v) sent by e-mail with electronic proof of receipt, in each case to the following addresses of the Parties:

To: CLEC

Julie Laine
Group Vice President & Chief Counsel,
Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Tel: 212.364.8482
Fax: 704.973.6239
Email: Julie.Laine@twcable.com

To: ILEC

Paula McGraw
General Manager
Minford Telephone Company
10717 State Road 139
Minford, OH 45653
Tel: 740.820.2151
Fax: 740.820.2222
Email: pmcgraw@falcon1.net

With a copy to:

Maribeth Bailey
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Tel: 212.364.8440
Fax: 704.973.6222
Email: Maribeth.bailey@twcable.com

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

24. Impairment of Service.

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

25. Change in Law.

- 25.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously or may take in the future in any legislative, regulatory, judicial, or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement, provided, however, that this Agreement shall remain binding on the Parties. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to any change in law, including its right to seek legal review or a stay pending appeal of such change or its rights under this paragraph.
- 25.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("**Applicable Rules**"). In the event of (i) any final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule or regulation, (iv) any final, non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to pricing, terms and conditions of this Agreement, any of which establishes additional Applicable Rules or revises, modifies or reverses the Applicable Rules (individually and collectively "**Amended Rules**"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be discussed in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions agreed by the Parties to reflect each such Amended Rule.
- 25.3 Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Section 10 Dispute Resolution provisions of this Agreement, it being the intent of the Parties that this Agreement shall be

brought into conformity with the then-current Applicable Rules as determined by the change in law.

26. Regulatory Approval.

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and discuss in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

27. Taxes and Fees.

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or levied against or upon the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide such resale or tax exemption certificate within sixty (60) days of notice of the claimed exemption will result in no exemption being available to the purchasing Party.

28. Trademarks and Trade Names.

No patent, copyright, trademark or other proprietary right (the "**Marks**") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use.

29. Branding.

29.1 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 ILEC may directly communicate with CLEC subscribers. In those instances where CLEC requests that ILEC personnel interface with CLEC subscribers, such ILEC personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.

29.2 Other business materials furnished by ILEC to CLEC subscribers shall bear no corporate name, logo, trademark or trade name.

- 29.3 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.
- 29.4 Upon request, ILEC shall share pertinent details of ILEC's training approaches related to branding with CLEC to be used by ILEC to assure that ILEC meets the branding requirements agreed to by the Parties.
- 29.5 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.

30. Non-Waiver.

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

31. Responsibility for Third Party Traffic.

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

32. Federal Jurisdictional Areas.

Article 1, Section 8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (the "***Federal Enclaves***"). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Telecommunications Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent ILEC has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs, such contract will govern Telecommunications Services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, ILEC will provide CLEC with information regarding the provision of service on the Federal Enclave.

33. Implementation Plan.

- 33.1 This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team

(the "**Implementation Team**") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

- 33.2 **Dispute Resolution.** If the Implementation Team is unable to agree on any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section 10.

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

Minford Telephone Company	Time Warner Cable Information Services (Ohio), LLC
By: <u>Paula McGraw</u>	By: <u>Julie P. Laine</u>
Name: Paula McGraw	Name: David Flessas Julie Laine
Title: General Manager	Title: SVP, Technical Operations Group Vice President
Date: <u>7-2-12</u>	Date: <u>7-9-2012</u>

GLOSSARY
to
INTERCONNECTION AGREEMENT

1. General Rule.

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

2. Definitions.

2.1 ACT.

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

2.2 AFFILIATE.

Shall have the meaning set forth in the Act.

2.3 APPLICABLE LAW.

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

2.4 AUTOMATIC NUMBER IDENTIFICATION (ANI).

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

2.5 BILL AND KEEP.

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

2.6 CALLING PARTY NUMBER (CPN).

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

2.7 CENTRAL OFFICE.

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

2.8 COMMISSION.

Means the Public Utilities Commission of Ohio.

2.9 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

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

2.10 DIGITAL SIGNAL LEVEL 1 (DS1).

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

2.11 END OFFICE SWITCH OR END OFFICE.

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

2.12 END-USER CUSTOMER.

The residential or business subscriber that is the ultimate user of Telecommunications Services provided directly or indirectly to such subscriber by either of the Parties or by a customer of one of the Parties.

2.13 EXCHANGE ACCESS.

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

2.14 EXCHANGE AREA.

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

2.15 FCC.

The Federal Communications Commission.

2.16 FCC USF-INTERCARRIER COMPENSATION REFORM ORDER.

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

2.17 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

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

2.18 INFORMATION SERVICE.

The term shall be as defined in the Act. 47 U.S.C. § 153(24).

2.19 INTERCONNECTED VOIP SERVICE TRAFFIC.

Interconnected VoIP Service Traffic is traffic that is provisioned via a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet protocol-compatible customer premises equipment (CPE); and (4) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

2.20 INTERCONNECTION.

"Interconnection" refers, in this Agreement, to the connection of facilities and equipment between networks, either directly or indirectly, for the transmission and routing of Telephone Exchange Service and Exchange Access traffic. This term does not include the transport and termination of traffic.

2.21 INTEREXCHANGE CARRIER (IXC).

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

2.22 INTERLATA TRAFFIC.

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

2.23 INTRALATA TOLL TRAFFIC.

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

2.24 INTRALATA TRAFFIC.

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

2.25 ISP-BOUND TRAFFIC.

Traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider ("ISP") who is physically located in an area within the Local/EAS exchange of the originating End-User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End-User Customer's Local/EAS exchange will be considered Toll Traffic and subject to access charges.

2.26 JURISDICTIONAL INDICATOR PARAMETER (JIP).

A six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions. Reference Document ATIS-030001 1.

2.27 LINE INFORMATION DATABASE (LIDB).

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

2.28 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.29 LOCAL/EAS TRAFFIC.

Means traffic (specifically including Interconnected VoIP Service Traffic and excluding Commercial Mobile Radio Services traffic (e.g., paging, cellular, PCS)) that is originated and terminated between one Party's End-User Customer and the other Party's End-User Customer, both of whom are located within the same local calling area (as defined by ILEC's local exchange Tariff) or ILEC's mandatory extended area service ("EAS") area, as defined by the Commission or, if not defined by the Commission, then as defined in ILEC's existing general subscriber Tariff. Local Traffic does not include: (1) optional local calling scopes—i.e., optional rate packages that permit the End-User Customer to choose a local calling scope beyond their basic exchange serving area for an additional fee (also referred to as "optional EAS"); (2) ISP-Bound Traffic; provided, however, any Interconnected VoIP Service Traffic shall not be considered ISP-Bound Traffic; (3) "Toll Traffic," which includes calls originated on a 1+ presubscription basis or on a casual dialed (10XXX/101XXXX) basis; (4) special access, private line,

Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or (5) Transit Traffic.

2.30 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.31 NORTH AMERICAN NUMBERING PLAN (NANP).

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

2.32 NUMBERING PLAN AREA (NPA).

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

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

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

2.34 POINT OF INTERCONNECTION (POI).

"Point of Interconnection" or "POI" means the physical location(s) within the geographic network boundary mutually agreed upon and designated by the Parties for the purpose of exchanging traffic. Each Party shall be responsible for all facilities and costs on its respective side of the POI.

2.35 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.36 RATE CENTER.

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

2.37 SIGNALING SYSTEM 7 (SS7).

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

2.38 SUBSCRIPTION VERSION.

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

2.39 SWITCHED ACCESS SERVICE.

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

2.40 TANDEM OR TANDEM SWITCH OR TANDEM OFFICE SWITCH.

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

2.41 TELECOMMUNICATIONS CARRIER.

Telecommunications Carrier shall have the meaning set forth in Section 153(51) of the Act. This definition includes CMRS providers, IXCs and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international telecommunications for a fee directly to the public.

2.42 TARIFF.

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

2.43 TELECOMMUNICATIONS SERVICE.

Has the meaning set forth in 47 U.S.C. § 153(53).

2.44 TELECOMMUNICATIONS TRAFFIC.

Has the meaning set forth in 47 U.S.C. § 251(b)(5).

2.45 TELEPHONE EXCHANGE SERVICE.

Has the meaning set forth in 47 U.S.C. § 153(54).

2.46 TOLL TRAFFIC.

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

2.47 TRANSIT TRAFFIC.

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

INTERCONNECTION ATTACHMENT
to
INTERCONNECTION AGREEMENT

1. The Parties agree, subject to and in accordance with the terms of this Agreement, that each Party will terminate Local/ EAS and ISP-Bound Traffic originating on the other Party's network that is destined for the terminating Party's customers or End-User Customers.
2. The following terms shall apply to the indirect network connection arrangement between the Parties.
 - 2.1 ILEC and CLEC shall each be responsible for delivering Local Traffic to, and receiving Local Traffic at, the Frontier North Tandem Switch [PTMOOHXA51T] serving the ILEC End Office where CLEC desires to terminate such Local Traffic. Until the Threshold Trigger set forth in Section 2.3 is reached, each Party is responsible for the costs associated with delivering its originated traffic to the Frontier North Tandem.
 - 2.2 Each Party shall be responsible for ensuring that it has adequate facilities in place to connect its network with Frontier North's Tandem that is used by the Parties to transport traffic as required in this Interconnection Attachment.
 - 2.3 Threshold Trigger. CLEC will establish an indirect network connection to terminate Local Traffic to ILEC's local exchange until such time as the total volume of Local Traffic and ISP-Bound Traffic being exchanged between CLEC and the ILEC local network equals or exceeds 240,000 minutes (DS1) per month for three (3) consecutive months ("**Threshold Trigger**"). Until such time as the Threshold Trigger is reached, Section 2.1 above shall govern the Parties' respective responsibilities (including responsibilities for the costs of facilities) relating to the indirect network connection. If the Threshold Trigger is reached, CLEC shall interconnect directly with ILEC pursuant to Section 3, Direct Interconnection, of this Attachment.
 - 2.4 The Parties agree to enter into their own agreements with third-party providers, as may be necessary under this indirect network connection arrangement.
 - 2.5 After a Party has established direct Interconnection between the Parties' networks, neither Party may continue to transmit its originated Local Traffic and ISP-Bound Traffic indirectly except on an overflow basis to mitigate traffic blockage, equipment failure or emergency situations.
 - 2.6 As between the Parties, Local Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through a third-party transiting carrier shall be subject to the same compensation arrangements, if any, as Local Traffic and ISP-Bound Traffic exchanged through direct Interconnection.

- 2.7 Each Party agrees that it will not block, strip, fail to transmit, alter, or remove the Automatic Number Identification ("ANI"), CPN, Originating Line Information ("OLI"), calling party category, or charge number from calls that originate on its network and/or transit its network and terminate on the other Party's network. Each Party to this Agreement will be solely responsible for the accuracy and quality of its calling data as submitted to the other Party. A Party will not be responsible for the accuracy or quality of information supplied by the other Party.
- 2.8 Neither Party shall interconnect to or exchange traffic with the other Party pursuant to this Agreement in any manner that interferes with, degrades or impairs the network, services or any facilities of either Party, its affiliated companies, or other connecting carriers; impairs the quality or privacy of either Party's services to other carriers or to either Party's Customers or End Users Customers; or that results in any inappropriate or dramatic changes to traffic volumes or ratios.
- 2.9 In addition to any other rights set forth under this Agreement, upon any actual or suspected occurrence of any of the restrictions set forth under Section 2 above, an affected Party may notify the violating Party by providing written notice of the violation.

3. Direct Interconnection.

The Parties understand that traffic volumes for termination of the traffic covered hereunder may reach sufficient levels as to justify direct trunk connections between the Parties. The Parties therefore agree to negotiate and execute an amendment for direct interconnection in the event of the following conditions: (i) the ILEC(s), with which both Parties are interconnected and exchange traffic via its tandem, demands that one of the Parties (or both) establish such direct interconnection pursuant to the terms of that Party's transiting arrangement with the ILEC(s); or (ii) when the Threshold Trigger described in Section 2.3 hereof is reached; or (iii) the Parties mutually agree that the direct exchange of traffic is either necessary or appropriate.

4. Intercarrier Compensation.

4.1 Applicability of the FCC USF-Intercarrier Compensation Reform Order

- 4.1.1 Local Traffic, EAS Traffic, and ISP-Bound Traffic. The Parties agree to terminate each other's Local Traffic, EAS Traffic, and ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis. Each Party will be entitled to retain all revenues it generates from its End-User Customers for the exchange of such traffic, and neither Party will be required to compensate the other Party for the exchange of such traffic.

- 4.1.2 Termination of IntraLATA Toll Traffic. Each Party will compensate the other Party for termination of IntraLATA Toll Traffic in accordance with the FCC USF-Intercarrier Compensation Reform Order.
- 4.1.3 Termination of InterLATA Traffic. The Parties will exchange InterLATA Traffic either by routing such to an IXC or by using standard Feature Group D trunking. In the latter event, the Parties will compensate the other for InterLATA Traffic exchanged directly between them in accordance with the FCC USF-Intercarrier Compensation Reform Order.
- 4.2 Transmission and Routing of Telephone Exchange Service Traffic Relevant to Compensation
 - 4.2.1 Interconnected VoIP Service Traffic originated by an End-User Customer of one Party in an exchange on that Party's network and terminated to an End-User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating End-User Customer's exchange, as defined by ILEC's applicable local exchange Tariff, shall be included in Local Traffic. Interconnected VoIP Service Traffic directed to a terminating End-User Customer physically located outside the originating End-User Customer's Local Calling Area will be considered Toll Traffic.
 - 4.2.2 For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to traffic originated or terminated by their End-User Customers, CLEC shall adopt the Rate Center Areas and Rating Points that the Commission has approved for the ILECs. In addition, CLEC shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If CLEC only obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.
 - 4.2.3 The Parties agree there will be no VNXX traffic established under this Agreement.
 - 4.2.4 As set forth in Section 4.2.1 of this Attachment, Interconnected VoIP Service Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("*CPN*") and Jurisdictional Indicator Parameter ("*JIP*") of the originating Interconnected VoIP Service Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.

5. Applicability of Other Rates, Terms and Conditions.

- 5.1 Every Interconnection and service provided hereunder, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Attachment and this Agreement, which are legitimately related to such Interconnection or service.

LOCAL NUMBER PORTABILITY ATTACHMENT
to
INTERCONNECTION AGREEMENT

1. Definitions.

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

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

2. Number Portability.

- 2.1 Each Party will provide Number Portability (“NP”) in accordance with the Act, and applicable FCC rules, regulations and orders.
- 2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If CLEC requests that ILEC port a number, the Parties shall follow the applicable FCC rules, regulations and orders. The Parties will provide porting in a non-discriminatory manner in compliance with the FCC’s rules and regulations and the guidelines of the FCC’s North American Numbering Council’s (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the telecommunications industry as a national industry standard.
 - 2.2.1 The LSR will have a requested due date that is not less than the interval(s) established by the FCC.

- 2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time an LSR is received.
- 2.2.3 For purposes of this Attachment, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End-User Customer location, within a given state. For purposes of this provision, "large quantities" shall mean seventy-five (75) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.
- 2.3 The Parties may assess charges on one another for services provided with respect to the porting of telephone numbers in accordance with the Pricing Attachment to this Agreement.
- 2.4 The Parties agree that an End-User Customer may geographically relocate at the same time as it ports its telephone number to the Recipient Party; provided, however, that the Donor Party may require that the End-User Customer's relocation at the time of the port to the Recipient Party be limited to the geographic area represented by the NXX of the ported telephone number. The Donor Party may not impose a relocation limitation on the Recipient Party that is more restrictive than that which the Donor Party would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Donor Party may not impose any restrictions on relocation within the same Rate Center by a ported End-User Customer while that End-User Customer is served by the Recipient Party.
- 2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, ILEC will route traffic destined for CLEC's End-User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.
- 2.6 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by ILEC or CLEC.

- 2.7 The Recipient Party will be responsible for the End-User Customer's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End-User Customer's telephone number in its switch.

3. Cut-Over Process for Number Porting Orders.

3.1 TDT Cut-Overs

- 3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Eastern Time on the day before the scheduled due date.
- 3.1.2 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

4. Obligations of Both Parties.

- 4.1 Each Party is responsible for creating or concurrence of Subscription Versions in the NPAC for telephone numbers ported into or out of its network.
- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End-User Customer, the ported telephone number will be released back to the carrier who is the code holder or block holder.
- 4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 4.4 Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.
- 4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.

DIALING PARITY ATTACHMENT
to
INTERCONNECTION AGREEMENT

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

ANCILLARY SERVICES ATTACHMENT
to
INTERCONNECTION AGREEMENT

1. 911/E-911 Arrangements.

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

2. Directory Listings and Directory Distribution.

- 2.1 CLEC will work directly with ILEC's directory publisher for directory listings, distribution and associated charges, and if required, to negotiate a separate agreement.
- 2.2 ILEC will provide CLEC with the contact information for the directory publisher. ILEC, may, at its sole discretion, select a different third party to publish and distribute its directories and will notify CLEC if it changes publishers.
- 2.3 CLEC agrees to supply, directly to ILEC's directory publisher at the time, in the prescribed format, all listing information for CLEC End-User Customers who want to be listed in the ILEC directory for the relevant operating area.
- 2.4 Each Party is responsible for obtaining directories directly from the directory publisher and for distributing the directories to its respective End-User Customers. Neither Party will impede the other in its distribution of directories to its respective End-User Customers.
- 2.5 Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do. Inclusion of CLEC's End-User Customer listings in a given directory will be accordance with ILEC's directory publisher's solely determined directory configuration, scope, and schedules.
- 2.6 Liability
 - 2.6.1 Except for its remedies under Section 1.6 of the General Terms and Conditions of this Agreement relating to default, CLEC hereby releases ILEC from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to ILEC, and/or CLEC's subscriber listing information as it appears in the directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

2.6.2 CLEC shall indemnify, protect, save harmless and defend ILEC (or ILEC's officers, employees, agents, assigns and representatives) and the publisher(s) of any ILEC directory from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information, except to the extent any such losses, damages, or other liability result solely from ILEC's negligence. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and ILEC, and/or against ILEC alone. However, if such demand, claim, or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the directory, ILEC may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse ILEC for reasonable attorney's fees and other expenses incurred by ILEC in handling and defending such demand, claim and/or suit. ILEC will not be a party to controversies arising between CLEC End-User Customers and others as a result of listings published in the directory.

2.6.3 This Section shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Section, is provided. Nothing in this Section shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

2.7 Breach of Contract

2.7.1 If either Party is found to have materially breached the provisions of this Section, and the breaching Party fails to cure the breach within ten (10) calendar days after receipt of notice from the other Party, the non-breaching Party may terminate its obligations under this Section by providing written notice to the breaching Party, whereupon this Section shall be null and void with respect to any issue of ILEC's directory published sixty (60) or more calendar days after the date of receipt of such written notice.

2.8 Term

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

2.9 Applicability of Other Rates, Terms, and Conditions

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

**PRE-ORDERING, ORDERING, PROVISIONING,
MAINTENANCE AND REPAIR ATTACHMENT,
to
INTERCONNECTION AGREEMENT**

1. Pre-Ordering.

- 1.1 The Parties will provide access to pre-order information and functions to support the requesting Party's transfer of End-User Customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders.
- 1.2 Access to retail Customer Proprietary Network Information ("*CPNI*") and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication.
- 1.3 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and End-User Customer record information. The Parties shall provide such information in accordance with the procedures set out in the other Party's handbook or website, to the extent such materials are used by a Party, identified pursuant to Section 2 of this Attachment. Based on a reasonable volume of requests, the standard interval for address verification is one (1) business day. The intervals for higher volumes of requests will be negotiated on a case by case basis.
- 1.4 To the extent such materials are used by either Party, the Party will provide its handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information to the other Party. The Parties also will discuss the development and introduction of a change management process.

2. Ordering.

- 2.1 Ordering and Electronic Interface. Unless otherwise provided in the Attachments of this Agreement, CLEC shall use ILEC's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Attachments of this Agreement, manual, facsimile or email interfaces may only be used if first confirmed with and agreed upon by ILEC's CLEC service group personnel. If ILEC has not yet developed and/or deployed an electronic capability for CLEC to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by ILEC, the Parties shall use other processes to which the Parties mutually agree for performing such transaction(s). If ILEC later makes enhanced electronic interface ordering available to CLECs for non-access services, then the Parties agree that,

to the extent practicable, the enhanced electronic interface will be used by CLEC for ordering services and any manual, facsimile or email interface will be discontinued.

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

2.3 Provisioning

- 2.3.1 Each Party shall provision services during its regular working hours. To the extent new service provider (NSP) requests provisioning of service to be performed outside the regular working hours on scheduled workdays of old service provider (OSP), or the work so requested requires OSP's personnel to work outside of regular working hours on scheduled workdays, overtime charges shall apply, as specified in the Pricing Attachment of this Agreement. The Parties agree they shall not request or require provisioning of service on any day that is not a scheduled workday for the OSP.
- 2.3.2 Neither Party shall prevent or delay an End-User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

2.4 Numbering Administration/Number Reservation

- 2.4.1 ILEC shall provide testing and loading of CLEC's NXX on the same basis as ILEC provides itself or its Affiliates. Further, ILEC shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from an ILEC NXX, ILEC shall provide the same range of number choices to CLEC, including choice of exchange number, as ILEC provides its own subscribers. Reservation and aging of ILEC's NXXs shall remain ILEC's responsibility.
- 2.4.2 In conjunction with an order for service, ILEC shall accept CLEC orders for blocks of numbers for use with complex services as requested by CLEC.
- 2.4.3 For simple services number reservations and aging of ILEC's numbers, ILEC shall provide real-time confirmation of the number reservation. For number reservations associated with complex services, ILEC shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which ILEC provides

numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

3. Maintenance and Repair.

- 3.1 Requests for trouble repair assistance are billed at the hourly rates specified in the Pricing Attachment for the various positions involved in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 3 of this Attachment.
- 3.2 If NSP reports a trouble on OSP's network and no trouble actually exists on OSP's portion of the service ("no trouble found"), the OSP will charge the NSP for any dispatching and testing (both inside and outside the Central Office (CO)) required by the OSP in order to confirm the working status. If the no trouble found percentage rate is a higher percentage rate than the other similar services offered by the OSP, the NSP may raise the issue with the OSP and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the NSP. Such request shall not be unreasonably denied.

4. Service and Standards.

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

5. Rates.

- 5.1 The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.
- 5.2 Procedures for Providing Local Number Portability (LNP).
 - 5.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.
 - 5.2.2 The Parties may assess charges on one another for porting telephone numbers, or for processing orders associated with requests for porting numbers pursuant to the Pricing Attachment of this Agreement.
 - 5.2.3 The Parties may bill one another for any service order charge for a LSR, regardless of whether that LSR is later supplemented clarified or cancelled pursuant to the Pricing Attachment to this Agreement. The Parties may bill an additional service order charge for supplements to any LSR

submitted to clarify, change or cancel a previously submitted LSR pursuant to the Pricing Attachment of this Agreement.

6. Miscellaneous.

6.1 End-User Customer Transfer

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

6.2 Misdirected Calls

- 6.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
- 6.2.2 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 6.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End-User Customer the correct contact number.

- 6.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End-User Customers or to market services.

6.3 End-User Customer Authorization

- 6.3.1 Each Party is responsible for obtaining confirmation and authorization from each End-User Customer initiating transfer of service from one Party to the other Party utilizing a method authorized under federal or state law or regulations by either obtaining a Letter of Authorization ("**LOA**") or Third Party Verification ("**TPV**") from the End-User Customer. The Party obtaining the LOA or TPV from the End-User Customer will attest to the other Party that it or its TPV vendor is in possession of such authorization but shall not be required to furnish it to the other Party unless there is a dispute filed with the Commission. The Party obtaining the LOA or TPV is required to maintain the record of the LOA or TPV for a minimum of twenty-four (24) months from the date of signature, or, if state or federal law provides otherwise, in accordance with such law.
- 6.3.2 Once the NSP submits an LSR to change an End-Users Customer's local exchange service, the End-User Customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability.
- 6.3.3 If, based on an End-User Customer complaint, either Party (the "**Complaining Party**") determines that the other Party (the "**Changing Party**") has submitted an unauthorized change in local service, the Parties will reestablish service for the End-User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End-User Customer complaint, and the Changing Party may provide proof that the change was authorized.

- 6.4 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

PRICING ATTACHMENT
to
INTERCONNECTION AGREEMENT

General

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

Reciprocal Compensation

Local Traffic that is also ISP-Bound Traffic

Bill and Keep

General Charges:

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

Install & Repair Technician:

Basic Time (normally scheduled hours)	\$ 30.00 / ½ hr
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Overtime (outside of normally scheduled hours)

Occurring on scheduled work day	\$ 45.00 / ½ hr
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Central Office Technician:

Basic Time (normally scheduled hours)	\$ 35.00 / ½ hr
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Overtime (outside of normally scheduled hours)

Occurring on scheduled work day	\$ 52.50 / ½ hr
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Case No(s). 12-2033-TP-NAG

Summary: Application Application to Approve an Interconnection Agreement with Minford Telephone Company electronically filed by Mr. Stephen M Howard on behalf of Time Warner Cable Information Services (Ohio), LLC