

GENERAL TERMS AND CONDITIONS

BETWEEN

Wood County Telephone

AND

Charter Fiberlink, LLC

ATTACHMENTS:

Interconnection	Attachment 1
Local Number Portability	Attachment 2
Ordering	Attachment 3
Ancillary Services	Attachment 4
Pricing	Attachment 5

AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the ____ day of _____, 2005 (the "Effective Date"), by and between Charter Fiberlink, LLC ("CLEC") and Wood County Telephone Company ("ILEC"). This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, ILEC is a local exchange telecommunications company authorized to provide telecommunications services in the state of Wisconsin; and

WHEREAS, CLEC is authorized by the Wisconsin Public Service Commission as a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of Wisconsin; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to Sections 251 (a) and (b), and 252 of the Telecommunications Act of 1996 ("the Act").

WHEREAS, ILEC certifies that it is a rural telephone company and is exempt from Section 251(c) pursuant to Section 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act");

WHEREAS, Sections 251 and 252 of the "Act", have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements; and,

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

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, and their performance of obligations thereunder, to comply and conform with each parties' obligations under Section 251(a), 251(b), and 252 of the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Wisconsin Public Service Commission (the "Commission").

Charter Fiberlink is authorized by the Wisconsin Public Service Commission as a competitive local exchange telecommunications company ("CLEC"), and as such is authorized to provide telecommunications services in the state of Wisconsin. Furthermore, CLEC represents that it holds itself out as a telecommunications carrier and complies with appropriate federal and state requirements applicable to such entities, including but not limited to retail Telecommunications services offered in ILEC service territory.

The Parties further agree that CLEC offers service utilizing IP-enabled technology, and that the classification of services that utilize such technology is the subject of pending rulemakings before the FCC. To the extent that the FCC classifies CLEC's services in a manner that conflicts with the statements above, the Parties agree to utilize the procedures outlined in Section 28 of this agreement to amend the agreement to reflect any changes to existing rights and duties of both parties under current law and the agreement.

2. Term of the Agreement

2.1 This Agreement will commence when fully executed and have an initial term for two (2) years. No later than one hundred and sixty (160) days prior to the expiration of this agreement, either Party will have the right to terminate this Agreement and request the negotiation of a subsequent agreement. Such request for renegotiation must be in the form of a written notice to the other Party and must be received no later than 160 days prior to the expiration of this Agreement. If a party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement, then either Party may, by no later than 160 days following the date that a notice of termination is received, petition the Commission for arbitration of the unresolved issues. If a subsequent agreement is not successfully negotiated, and neither Party files for arbitration within the statutory timeframe, then this Agreement will terminate and Wood County shall continue to offer all services to Charter previously available under this Agreement pursuant to the terms, conditions and rates of Wood County's then current Tariffs and Charter shall continue to offer all services to Wood County previously available under this Agreement pursuant to the terms, conditions and rates of Charter's then current Tariffs, rates sheets or applicable contracts. If notice of termination is not received, this Agreement shall automatically renew for one (1) year terms unless terminated as provided above.

2.2 In the event that a request for negotiation of a subsequent agreement is not timely submitted and this Agreement expires, except in the case of termination as a result of either Party's default or for termination upon sale, services that had been available under this Agreement and exists as of the end date may continue uninterrupted after the end date at the written request of either Party only under the terms of:

2.2.1 A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or

2.2.2 An existing agreement between ILEC and another carrier adopted by CLEC for the remaining term of that agreement.

3. Termination of the Agreement

3.1 Termination Upon Default

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

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

3.2 Liability Upon Termination

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

4. Contact Exchange

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

5. Amendments

This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a Party, except by written instrument signed by both Parties.

6. Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or

substantially all of its assets or equity without prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and assignments.

7. Authority

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

8. Responsibility for Payment

9. Billing and Payment

9.1 **Billing:** In consideration of the services provided under this Agreement, the Parties shall bill the other Party once per month all applicable charges set forth in this agreement.

9.1.1 **Undisputed Amounts:** The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within forty-five (45) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

9.2 **Billing Disputes Related to Unpaid Amounts; Requirements**

9.2.1 **Disputed Amounts:** If any portion of an amount due to a Billing Party under this Agreement is subject to a bona fide dispute between the Parties ("Disputed Amount"), the Billed Party shall provide written notice to the Billing Party of the Disputed Amount(s) within ten (10) business days after the applicable due date. The notice shall provide specific details regarding the Disputed Amount, as well as the circumstances surrounding and reasons for disputing each billing item. All disputes must be in good faith and have a reasonable basis.

9.2.2 Issues related to disputed amount shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provision set forth in Section 13 of this Agreement.

9.2.3 Upon resolution of any charges disputed pursuant to Section 9.2, the Parties shall cooperate to ensure that all of the following actions are taken:

9.2.3.1 No later than the second bill date after the resolution of the dispute, the Billing Party shall credit the invoice of the Billed

Party for that portion of the Disputed Amounts paid to Billing Party and resolved in favor of the Billed Party, including a credit for any interest assessed or applied with respect to such portion of the Disputed Amounts;

- 9.2.3.2. Any unpaid portion of the Disputed Amounts, and resolved in favor of the Billed Party, shall be credited to the Billed Party's invoice no later than the second bill date after the resolution of the dispute, together with any interest assessed or applied with respect thereto.

9.3 Billing Disputes Related to Paid Amounts

- 9.3.1 If any portion of an amount paid to a Party under this Agreement is subject to a bona fide dispute between the Parties ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount already paid, at any time prior to the date that is 180 days after the receipt of a bill containing the disputed amount that has been paid by the Billed Party ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligation to pay such amount, and to seek refund of such amount.

9.4 Prospectively Disputed Classes of Charges.

- 9.4.1 If a class of charges has been invoiced to the Billed Party for three consecutive billing periods, and if the Billed Party has specifically disputed that class of charges in accordance with Section 9.2 of this Agreement during each of the three consecutive billing periods and the dispute is unresolved or is resolved in Billed Party's favor, the Billed Party may dispute that class of charges on a prospective basis beginning in the fourth billing period during which that class of charges has been invoiced, until the dispute is resolved. Within ten (10) business days after the applicable due date in the fourth billing period, the Billed Party must provide written notice that the Party is prospectively disputing the class of charges. The notice shall provide specific details regarding the disputed class, as well as the circumstances surrounding and reasons for disputing the class of charges.

- 9.4.2 Any Party that prospectively disputes a class of charges in accordance with this Section shall follow the provisions of Section 9.2.2 through 9.2.3, governing the dispute of unpaid amounts.

- 9.5 Late Payment: In the event an undisputed bill amount is not paid pursuant to Section 9.2 and 9.3 of this Agreement, the Billing Party may refuse to process the order requests of the other Party provided the billing Party has made notice of

non-payment to the billed party and the billed party has not cured the non-payment occurrence within 5 days of the non-payment notice date. Cessation of order processing under this Section 9.5 shall not prevent the billing party from seeking any and all otherwise available remedies for breach.

The Parties will assess late payment charges to each other equal to the lesser of 1.5 percent or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.

- 9.6 Back Billing: Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is longer.
- 9.7 Recording: The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating minutes of use based on standard automatic message accounting records made within each Party's network. The records shall contain ANI or service provider information necessary to identify the originating company, including JIP, and originating signaling information. The Party originating traffic shall generate and provide EMR or other agreed upon record format to the terminating Party. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data. Local traffic shall not be required to be recorded unless part of a traffic study as more specifically described in the Interconnection Attachment Section 2 of this Agreement or as required after a traffic study identifies a traffic disparity requiring billing of local calls.
- 9.8 Audits: Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party, no more often than once in any consecutive twelve (12) months, shall have the right to conduct an audit of the relevant data possessed by the other Party to this Agreement. These reviews will consist of any examinations and verification of data related to the billing (including but not limited to information relating to identifying the jurisdiction of calls exchanged between the Parties) for services performed by either Party. Each Party's right to audit is limited to data not in excess of twelve (12) months in age. The Party requesting an audit shall fully bear its own costs associated with conducting the audit unless the results of the same indicate that the audited Party underpaid or over-billed the auditing party by greater than a ten percent (10%) difference of actual payments or billings. The Party being audited will provide reasonable access to necessary and applicable information at no charge to the auditing Party during normal business hours.

10. Compliance with Laws and Regulations

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

11. Confidential Information

- 11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with §11.2 of this Agreement.
- 11.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, 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 shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any

such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12. Fraud

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

13. Dispute Resolution

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

13.1 **Informal Resolution of Disputes.** At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

13.2 **Formal Dispute Resolution.** If negotiations fail to produce an agreeable resolution within twenty (20) 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.

14. Entire Agreement

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the Parties and supersedes any and all prior agreements, written or oral, between the Parties with respect to the subject matter hereof.

15. Expenses

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

16. Force Majeure

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 16.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 16.2 War, revolution, civil commotion, acts of public enemies, blockade or embargo;
- 16.3 Any law, order, regulation, or ordinance, or requirement of any government regulatory authority or duly authorized government representative;
- 16.4 Third party labor difficulties, such as strikes, picketing or boycotts;
- 16.5 Delays caused by third party service or equipment vendors;
- 16.6 Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use reasonable commercial efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

17. 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.

18. Governing Law

The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Wisconsin, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

19. Headings

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

20. Independent Contractor Relationship

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

21. Law Enforcement Interface

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

21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability and Indemnity

22.1 DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

22.2 INDEMNIFICATION

22.2.1 Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

22.2.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

22.2.2.1. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified 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.

22.2.2.2. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

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

22.3 LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

22.4 INTELLECTUAL PROPERTY

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

23. Joint Work Product

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

24. Multiple Counterparts

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

25. No Third Party Beneficiaries

This Agreement is not made for the benefit of any person, firm, corporation or association other than the Parties hereto. The Parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the Parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

26. Notices

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

To Wood County Telephone Company addressed as follows:

Attn: Mr. Chris Jaworski
Wood County Telephone
P.O. Box 8045
Wisconsin Rapids, WI 54495-8045
715-421-8111

With a Copy to:

Valerie Wimer
John Staurulakis, Inc
7852 Walker Drive
Suite 200
Greenbelt, MD 20770
301-459-7590

To Charter Fiberlink, LLC addressed as follows:

Attn: Ms. Carrie L. Cox
Charter Communications, Inc.
Director of Legal and Regulatory Affairs - Telephony
12405 Powerscourt Drive
St Louis, MO 63131
314-965-6640 (fax)
CCox1@chartercom.com

With a copy to:
Christopher W. Savage
K.C. Halm
Cole, Raywid & Braverman, LLP
1919 Pennsylvania Ave, Suite 200
Washington DC 200063458
Phone: 202-828-9987
Phone: 206-447-3879
Fax: 202-452-0067
E-mail:
chris.savage@crblaw.com
kc.halm@crblaw.com

Each Party will inform the other in writing of any changes in the above addresses.

27. Impairment of Service

27.1 Neither Party shall use any service provided in this Agreement, nor any method of operating its circuits, facilities or equipment, in any manner that interferes with,

or prevents, the use by third parties of the Parties' services; impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel; damage to either Party's equipment; or malfunction of either Party's billing equipment (individually or collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

27.1.1 Promptly notify the other Party of such temporary discontinuance or refusal;

27.1.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and

27.2 The characteristics and methods of operation of any circuits, facilities or equipment of the either Party shall not violate any applicable law or regulation regarding the invasion of privacy of any communications carried over other Party's facilities.

27.3 Each Party shall exchange contacts and escalation information for communications under this Section 27.

28. Change in Law

If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under §252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).

30. Taxes and Fees

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

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, copyrighted material, service mark, or trademark of the other Party.

32. Non-Waiver

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance.

33. Bankruptcy

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

34. No License

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

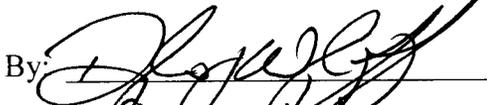
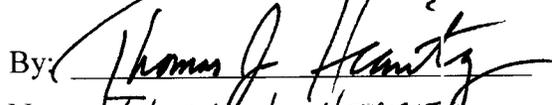
35. Severability

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

36. Reference Materials

The Parties shall abide by each other's ONP handbooks except where such handbooks/documentation/web information and/or ONP Handbook (Reference Material) (a) conflicts with contract language; or (b) conflicts with applicable law, each Party will use the other Party's Reference Materials for purposes of interacting with each other. The parties will, upon execution of this agreement exchange Reference Materials and provide updates to the same as required. Adherence by a Party to a provision of the other Party's handbooks or procedures shall not constitute a waiver of the right to object to such provisions, or to pursue the dispute resolution process regarding such provision..

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

ILEC	CLEC
By:  Name: <u>DOUGLAS J. KRENZLAFF</u> Title: <u>CEO & GEN MGR</u> Date: <u>11/22/05</u>	By:  Name: <u>THOMAS J. HEARTY</u> Title: <u>SVP AND ASSOC. GEN. COUNSEL</u> Date: <u>11-17-05</u>

GLOSSARY

1. General Rule

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

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

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

2.2 ACT.

“Act”, as used in this Agreement, means the “Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended, and as from time to time interpreted in the duty authorized rules and regulations of the Federal Communications Commission (“FCC”) or the Commission.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

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

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

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

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number. A set of digits and related indicators (type of number, numbering, plan identification, screening indicator, presentation indicator) that provide numbering information related to the calling party. [T1.625-1993]

2.7 CENTRAL OFFICE.

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

2.8 CENTRAL OFFICE SWITCH.

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

2.9 CLLI CODES

Common Language Location Identifier Codes.

2.10 COMMISSION.

Means the Wisconsin Public Service Communication.

2.11 COMMON CHANNEL SIGNALING (CCS).

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

2.12 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

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

2.13 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.14 DIGITAL SIGNAL LEVEL 1 (DS1).

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

2.15 DIGITAL SIGNAL LEVEL 3 (DS3).

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

2.16 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which the 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.

2.17 END USER CUSTOMER.

A retail business or residential end-user subscriber to Telephone Exchange Service provided by either of the Parties.

2.18 END USER CUSTOMER LOCATION

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

2.19 EXCHANGE AREA.

Exchange Area means the geographic area that has been identified by a given ILEC tariff as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services.

2.20 EXCHANGE MESSAGE INTERFACE.

Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, access, settlement and study data. EMI format is contained in ATIS/OBF-EMI latest published editions, an Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry standards for exchange message records.

2.21 FCC.

The Federal Communications Commission.

2.22 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Shall have the meaning stated in the Act. For purposes of this Agreement, [ILEC] is an ILEC.

2.23 INTEREXCHANGE CARRIER (IXC).

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

2.24 INTERLATA TRAFFIC.

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

2.25 INTRALATA TRAFFIC.

Telecommunications traffic that originates and terminates in the same LATA.

2.26 ISDN USER PART (ISUP).

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

2.27 ISP BOUND TRAFFIC

ISP Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an ESP or ISP who is physically located in an exchange within the Local/EAS/ECC area of the originating end user. Traffic originated from, directed to or through an ESP or ISP physically located outside the originating end user's Local/EAS/ECC area will be considered switched toll traffic and subject to access charges. ISP Bound Traffic does not include IP-Enabled Voice Traffic.

2.28 IP-ENABLED VOICE TRAFFIC

IP-Enabled Voice Traffic means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

- (i) Voice traffic originating on either the Public Switched Telephone Network (PSTN) or through an Internet Protocol Connection (IPC), and which terminates on either the PSTN or an IPC; and
- (ii) Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

2.29 JURISDICTIONAL INDICATOR PARAMETER (JIP)

JIP is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

2.30 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.31 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.

2.32 LOCAL EXCHANGE CARRIER (LEC).

The term "local exchange carrier" means any company that is authorized by the state public utility commission to provide local exchange and exchange access services. Such term does not include a company engaged in the provision of a commercial mobile service.

2.33 LOCAL EXCHANGE ROUTING GUIDE (LERG).

Local Exchange Routing Guide (LERG) is a Telcordia reference document used to identify the switch and rate center associated with an NPA-NXX as well as network element and equipment designations.

2.34 LOCAL/EAS/ECC TRAFFIC.

Local/EAS/ECC Traffic is defined as any call that originates from an end user physically located in one exchange and terminates to an end user physically located in either the same exchange, or other mandatory local calling area associated with the originating end user's exchange as defined and specified in ILEC's General Subscriber Service Tariff, including Extended Community Calling ("ECC"). The definition of "Extended Community Calling," as specified in ILEC's General Subscriber Service Territory shall be consistent with the definition of "Extended Community Calling" established by the Commission. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS/ECC Traffic does not include ISP Bound Traffic, as those terms are defined herein this Agreement.

2.35 NEW SERVICE PROVIDER (NSP).

When an End User Customer is changing its local exchange service from one provider to another, the NSP is the provider with whom the customer will reside at the completions of the change.

2.36 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 consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4 digit line number.

2.37 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.

2.38 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.

2.39 OPERATIONS HANDBOOK

An ONP Handbook contains a Party's procedures, forms, standards and practices for interfacing with the other party. At minimum, the ONP Handbook will include all provisioning and maintenance forms required by a Party to submit orders and trouble reports. In the event the ordering and maintenance forms are not included in the ONP Handbook, the forms shall be exchanged with the other Party under separate delivery.

2.40 OLD SERVICE PROVIDER (OSP).

When an End User Customer is changing its local exchange service from one provider to another, the OSP is the provider from whom the End User Customer carrier who is disconnecting.

2.41 POINT OF INTERCONNECTION (POI).

Point(s) of Interconnection (POI(s)) means the physical location(s) within ILEC's network, at which the Parties' networks meet for the purpose of exchanging Local/EAS/ECC Traffic. The POI is also the location where one Party's financial responsibility begins, and the other Party's financial responsibility ends. Each Party will be financially responsible for facilities and traffic located on its side of the POI.

2.42 RATE CENTER

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

2.43 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.

2.44 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.

2.45 TANDEM SWITCH.

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

2.46 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

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

2.47 TARIFF.

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

2.48 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.49 TELECOMMUNICATIONS CARRIER.

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

2.50 TELECOMMUNICATIONS SERVICE.

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

2.51 TELEPHONE EXCHANGE SERVICE.

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

Interconnection Attachment

1. SCOPE OF AGREEMENT

- 1.1 This Interconnection Agreement provides for exchange of Local/EAS/ECC Traffic exchanged between CLEC and ILEC, where CLEC provides Local Telephone Exchange Service to its End User Customers.
- 1.2 CLEC agrees that it is a telecommunications carrier and is entitled to invoke its rights of interconnection under Sections 251(a) and (b), and applicable FCC regulations.

CLEC is authorized by the Wisconsin Public Service Commission as a competitive local exchange telecommunications company, and as such is authorized to provide telecommunications services in the state of Wisconsin. Furthermore, CLEC represents that it holds itself out as a telecommunications carrier and complies with appropriate federal and state requirements applicable to such entities, including but not limited to retail Telecommunications services offered in ILEC service territory.

The Parties further agree that CLEC offers service utilizing IP-enabled technology, and that the classification of services that utilize such technology is the subject of pending rulemakings before the FCC. To the extent that the FCC classifies CLEC's services in a manner that conflicts with the statements above, the Parties agree to utilize the procedures outlined in Section 28 of this agreement to amend the agreement to reflect any changes to existing rights and duties of both parties under current law and the agreement.

- 1.3 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, where each Party provides Telephone Exchange Service to its End User Customers directly. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to Section 251 (a) and (b) of the Act.
- 1.4 The Parties agree to physically connect their respective networks, at the POI, within the ILEC's service territory, so as to furnish Local /EAS/ECC Service between CLEC customers and ILEC customers in the Exchange Areas stated in Exhibit 1.

Once the physical interconnection is established for the purpose of exchanging Local/EAS/ECC traffic the same physical facility may be used for exchange access service. If both telephone exchange service and exchange access traffic utilize same physical facility, the traffic will be segregated on separate trunk groups.

- 1.5 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.
- 1.6 Both Parties acknowledge that toll traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions and is not a provision of this Agreement. Any traffic that is not Local/EAS/ECC Traffic or ISP Bound Traffic will be subject to applicable access tariffs consistent with FCC and/or state regulations.
- 1.7 CLEC shall assign whole NPA-NXX or thousands block codes to each Rate Center. The Parties each agree not to assign telephone numbers from an NPA/NXX to any end-user physically located outside the rate center with which the NPA/NXX is associated.

2. COMPENSATION FOR CALL TERMINATION AND FACILITIES

2.1 Local/EAS/ECC Termination Compensation

The Parties shall provide for the recovery of the costs for functions performed in terminating Local/EAS/ECC and ISP Bound Traffic on each other's network. Both Parties agree that the level of Local/EAS/ECC Traffic is roughly balanced and reciprocal compensation would be *de minimus* and therefore agree that such traffic will be subject to bill and keep between the Parties until a traffic study demonstrates the traffic is out of balance.

- 2.1.1.1. Either Party may request at any time, but not more than two times in a twelve-month period, a traffic study to determine if Local/EAS/ECC Traffic is out-of-balance. Traffic shall be determined out of balance if the Local/EAS/ECC traffic originated by one party is 30,000 minutes more than the other Party's originated local/EAS/ECC traffic. Provided, however, that if either Party elects to conduct traffic studies two times in a twelve-month period and such studies indicate that the traffic is not out of balance (as defined herein) then in all subsequent years traffic studies may be performed no more than once in any subsequent twelve-month period.
- 2.1.1.2. Billing between the Parties will be initiated in accordance with the provisions of this Agreement if the traffic study confirms Local/EAS/ECC Traffic is out-of-balance. In the event charges apply, the Parties agree that such charges for termination of Local/EAS/ECC Traffic on each Party's respective networks are as set forth in Pricing Attachment. The Parties agree there will be a separate and distinct trunk group for both Local/EAS/ECC and ISP Bound Traffic, subject to the provisions of Section 3 of this Agreement.

- 2.1.2. IP-Enabled Voice 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 IP-Enabled Voice Traffic shall indicate the geographical location of the actual IPC location not the location where the call enters the PSTN.

2.2 Transport

- 2.2.1. CLEC is responsible for the provision of trunking for the exchange of Local/EAS/ECC Traffic from its network to the POI. CLEC may lease facilities from ILEC or an alternate third party provider for the provision of Local/EAS/ECC trunking. If a third party’s facilities are used, CLEC will bear the full cost of leasing such facility. CLEC agrees to pay ILEC applicable Local Transport Rates from the ILEC Local Tariff if ILEC provides the Local/EAS/ECC traffic trunking facility. However, ILEC agrees to reduce its monthly charges for such facility within its borders in an amount proportionate to the ILEC’s relative use of such facility. No Party will construct facilities that require the other Party to build facilities.
- 2.2.2. A Party serving an ISP will bear the transport costs, from the POI located within the Exchange Area, for whatever ISP Bound Traffic is exchanged with the other Party. ISP-bound traffic originated by ILEC and exchanged with CLEC for ISPs physically located outside the ILEC Local/EAS/ECC traffic designation area will be treated as toll traffic and ILEC access charges will apply.
- 2.2.3. Under no circumstances will either party have any obligation to assume cost responsibility for interconnection facilities beyond the POI and both parties agree to exchange traffic, except private line traffic, destined for the other party’s network at the POI. Accordingly, consistent with Section 1.4 above, both Parties will deliver to the POI all traffic, except private line traffic, destined for the Other Party’s customers in the Exchange Areas stated in Exhibit 1.
- 2.2.4. Either Party (Transiting Party) shall provide transit functions for Local/EAS/ECC Transit Traffic originated by the other Party (Originating Party), Transiting Party shall bill and Originating Party shall pay for transit charges at the rate set forth in the Pricing Attachment. Originating Party is responsible for negotiating any necessary interconnection arrangements directly with the third party. Transiting Party will not be responsible for any reciprocal compensation payments to Originating Party for Transit Traffic. Any Transit Traffic that is toll shall be governed by the Transiting Party’s access tariffs.
- 2.2.5. If CLEC chooses to lease transport from ILEC, the same physical facility may be used for transport of separate trunks for Local/EAS/ECC, ISP

Bound Traffic, and other special access trunks. Charges for the local transport will be according to ILEC's applicable Local Tariff rates.

3. PHYSICAL INTERCONNECTION

3.1 Trunk Types

3.1.1. Local Interconnection Trunks

- 3.1.1.1. The Parties will establish trunks for the exchange of Local/EAS/ECC and ISP Bound Traffic (Interconnection Trunks). All Interconnection Trunk Groups established directly with the other Party's network facilities at the POI(s) that are listed in Exhibit 1. The Parties agree that all Interconnection Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate IntraLATA or interLATA toll Switched Access traffic or originate untranslated traffic to service codes (e.g. 800,888) over Interconnection Trunks. Interconnection Trunks will be provided initially via two-way trunks, or via one-way trunks, if CLEC so requests.
- 3.1.1.2. If the Parties' originated Local/EAS/ECC and ISP Bound Traffic is exchanged utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way trunk group, and both parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.
- 3.1.1.3. Toll and Access Traffic shall not be routed on the Local/EAS/ECC or ISP Bound trunks. Standard Toll and access arrangements from the LECs respective tariffs will apply.

3.2 Fiber Meet Point

- 3.2.1 "Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at an interconnection point. The POI is the location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 3.2.2. If CLEC elects to interconnect with ILEC pursuant to a Fiber Meet, CLEC and ILEC shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system. The Parties shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at the DS1 or DS3 Level. The Parties shall work jointly to determine the

specific transmission system. CLEC's SONET transmission equipment must be compatible with ILEC's equipment.

- 3.2.3. Each Party, shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment required for interconnection under this Agreement.
- 3.2.4. The Parties shall designate a POI within the borders of the ILEC Exchange Area as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the POI.
- 3.2.5. Each Party shall deliver and maintain its fiber strands wholly at its own expense. Upon verbal request by the other Party, the Parties shall allow the Other Party access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 3.2.6. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 3.2.7. Each Party will be responsible for providing its own transport facilities to the Fiber Meet.
- 3.3. Facility Sizing: The Parties will mutually agree on the appropriate sizing for facilities. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed upon quantities via an Access Service Request.
- 3.4. Interface Types: If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
- 3.5. Signaling: The Parties will interconnect their networks using SS7 signaling as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks. Signaling information shall be shared between the Parties based upon bill and keep compensation.
- 3.6. Signaling Parameters: ILEC and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), pursuant to 47 C.F.R. § 64.1601, to enable each Party to issue bills in a complete and timely fashion. All CCS signaling

parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) and JIP on at least ninety-five percent (95%) of total traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. The remaining five percent (5%) of unidentified traffic will be treated as having the same jurisdictional ratio as the ninety-five (95%) of identified traffic. If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to access charges. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN and JIP failure and to assist its correction.

- 3.7 Equipment Additions: Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for CLEC's, or ILEC's internal customer demand.
- 3.8 N11 Codes: N11 codes (e.g., 411, 611, & 911) shall not be sent between CLEC's network and ILEC's network over the Local/EAS/ECC Interconnection Trunk Groups.
- 3.9 Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Upon the addition of a new NPA-NXX, Attachment 1 shall be updated accordingly. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

4. GRADE OF SERVICE

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

5. NETWORK MANAGEMENT

- 5.1 Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.
- 5.2 Mass Calling: CLEC and ILEC will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the

promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

- 5.3 The Parties' obligations with respect to the use and establishment of 911 trunks will be governed by applicable provisions in the Ancillary Services Attachment.

EXHIBIT 1

INTERCONNECTION NETWORK ARRANGEMENTS TABLE

CLEC Switch CLLI CODE	CLEC NPA –NXX CODES	POI CLLI Code	ILEC Switch CLLI CODE	ILEC NPA-NXX CODES
HULLWI01GT0 Stevens Point	715-544	8511 County Road FF Wisconsin Rapids, WI 54494 (WISC PCS9)	PTEDWIXARS0	715-887 715-885
		8511 County Road FF Wisconsin Rapids, WI 54494 (WISC PCS9)	NEKSWIXARS0	715-886
		8511 County Road FF Wisconsin Rapids, WI 54494 (WISC PCS9)	RDLPWIXARS0	715-435
		8511 County Road FF Wisconsin Rapids, WI 54494 (WISC PCS9)	WRPDWIXADS0	715-421 – 0 thru 8 - 1,000's Block 715-422 715-423 715-424 715-459 – 0 – 1000's Block
		8511 County Road FF Wisconsin Rapids, WI 54494 (WISC PCS9)	WRPDWIXBRS0	715-325
HULLWI01GT0 Wisconsin Rapids.	715-712 0000 block			

Number Portability Attachment

LOCAL NUMBER PORTABILITY

- 1.1 The Parties will offer service provider local number portability (SPLNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.2 CLEC is authorized by the Wisconsin Public Service Commission as a competitive local exchange telecommunications company and as such is authorized to provide telecommunications services in the state of Wisconsin. Furthermore, CLEC represents that it holds itself out as a telecommunications carrier and complies with appropriate federal and state requirements applicable to such entities, including but not limited to retail services offered in ILEC service territory.

The Parties further agree that CLEC offers service utilizing IP-enabled technology, and that the classification of services that utilize such technology is the subject of pending rulemakings before the FCC. To the extent that the FCC classifies CLEC's services in a manner that conflicts with the statements above, the Parties agree to utilize the procedures outlined in Section 28 of this agreement to amend the agreement to reflect any changes to existing rights and duties of both parties under current law and the agreement.
- 1.3 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.
- 1.4 The parties agree to comply with finalized FCC rules and orders, and associated North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture including but not limited to North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines concerning local number portability.
- 1.5 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the Number Portability Administration Center (NPAC) SMS.

- 1.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
 - 1.7 N-1 Query. ILEC does not offers default query service so non-queried calls will be returned to the N-1 carrier.
 - 1.8 Porting of Reserved Numbers. In addition, End User Customers of each Party may port reserved numbers, as defined in 47 CF.R. Section 52.15(f)(1)(vi) that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).
 - 1.9 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
 - 1.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.0 Coordinated Cutovers.
- 2.1 For LNP Coordinated Hot Cuts (“CHC”), New Service Provider (NSP) may request a desired due date and time. These will be considered coordinated orders. NSP must indicate a request for CHC on the LNP request form to request a coordinated order. OSP will not apply a 10-digit trigger upon porting telephone numbers to NSP network. Charges for CHCs are listed in Appendix A. Old Service provider (OSP) offers two types of coordination:
 - 2.1.1 Any Time: Order to be worked anytime during the day on the due date but OSP must notify NSP when completed.
 - 2.1.2 Specific Time: Order is to be worked at a specific time on the due date.
 - 2.2 If coordination is requested, NSP will be required to call the LEC forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and/or time. OSP reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and/or time. Prior to the 48 hour Coordination Call, OSP will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and/or time. If no call is received from NSP, it will be assumed that NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP with 48 hours from the original due date to reschedule, the order will be canceled

3.0 Late Notification Changes - Due Date, Coordination.

- 3.1 OSP will proceed with the conversion based on the Firm Order Confirmation Policy for late notification of changes in due date and/or coordination time is as follows:
- 3.1.1 If OSP personnel have to wait more than 15 minutes for NSP to join the scheduled call for the CHC, then NSP shall be responsible to reimburse OSP for one half hour for each person reasonably involved in the conversion. The charge will be calculated, in half hour increments, times the loaded hourly compensation rate for each person involved in the call.
 - 3.1.2 If the NSP reschedules the CHC call less than 24 hours from the scheduled CHC call time, the NSP will incur an order change charge as listed in the Pricing Attachment.
 - 3.1.3 Once the scheduled call is underway, and personnel from both NSP and OSP are present on the call, should NSP incur a problem that would delay the conversion, OSP will provide NSP reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in OSP charging NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half hour increments, times the loaded hourly compensation rate for each person involved in the call.

4.0 Obligations of Both Parties.

- 4.1 Both Parties are responsible for advising the Number Portability Administration Center (NPAC), in accordance with the FCC's LNPA Working Group's guidelines, of telephone numbers that it imports and releases with the associated data.
- 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 registered 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 become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator

Services, Line Information Database (LIDB), when such Party ports the end-user's telephone number to their switch.

- 4.7 The LRN associated with the ported number associated with OSP's Local/EAS area shall be derived from an NPA/NXX within the same Local/EAS areas.

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

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

- 1.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2 Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's permission, and that the requesting party has verification from the customer via Third Party Verification, a Letter of Authorization (LOA), etc. that the customer has agreed to the release of this information.
- 1.3 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. ILEC and CLEC will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with the procedures set out in the operations handbook.
- 1.4 Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information.
- 1.5 The Parties shall exchange preordering, ordering, provisioning, and maintenance information via FAX, unless or until the Parties have established an email based, Graphical User Interface (GUI), or other mutually agreeable interface.
- 1.6 The Parties agree not to view, copy, or otherwise obtain access to the End User Customer record information of any customer without that End User Customer's permission except in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If either Party receives customer complaints or voluminous requests within a class of customer for CPNI, the Party may file a complaint with the Commission and request the Commission to investigate the same.

2. ORDERING

- 2.1 Each Party shall use the ordering procedures in the other parties respective ONP Handbook.

2.2 Ordering.

- 2.2.1. CLEC shall place orders for services by submitting a local service request (“LSR”) to ILEC. ILEC shall bill CLEC a service order charge as specified in this Attachment for each LSR submitted. An individual order will be identified for billing purposes by its Purchase Order Number (“PON”).
- 2.2.2. ILEC will bill the service order charge, as applicable, for an order, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.3 Provisioning.

- 2.3.1. The Parties shall provision services during its regular working hours (hours and holidays are listed in the ONP Handbook) To the extent either Party requests provisioning of service to be performed outside of the other Party’s regular working hours, or the work so requested requires technicians or project managers of the Party receiving the request to work outside of regular working hours, overtime charges shall apply from the applicable tariff.
- 2.3.2. Cancellation Charges. If either Party cancels an LSR any costs incurred by the Party receiving the LSR in conjunction with the provisioning of that request will be recovered in accordance with an applicable tariff.
- 2.3.3. Expedited Service Date Charges. For Expedited Service Date Advancement requests by CLEC, expedited charges will apply for intervals less than the standard interval as outlined in the ILEC ONP Handbook. The charges as outlined in this Attachment, will apply as applicable.
- 2.3.4. Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in this agreement will be paid by the modifying Party in accordance with this Agreement.

2.4 Maintenance and Repair.

- 2.4.1. Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair referenced in the each Party’s ONP Handbook, as amended from time to time during this Agreement and as incorporated herein by reference.
- 2.4.2. If one Party reports (Reporting Party) a trouble and no trouble actually exists on the other party’s (Receiving Party) portion, Receiving Party will charge Reporting Party for any dispatching and testing (both inside and

outside the Central Office (CO)) required by Receiving Party in order to confirm the working status of the service.

2.5 Rates.

Unless otherwise specified herein, charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment. .

3. MISCELLANEOUS

3.1 Customer Transfer.

- 3.1.1. Service orders will be in a standard format designated by the OSP.
- 3.1.2. 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.
- 3.1.3. NSP will be the single point of contact with OSP for all subsequent ordering activity resulting in additions or changes to services except that OSP will accept a request directly from the End User for conversion of the End User Customer's service from NSP to OSP.
- 3.1.4. If either Party determines that an unauthorized change in local service has occurred, the Party will reestablish service with the customer's authorized local service provider and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

3.2 Misdirected Calls.

- 3.2.1. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
- 3.2.2. 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.
- 3.2.3. 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.
- 3.2.4. 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.

3.3 Letter of Authorization.

3.3.1. The Parties acknowledge that compliance rules exist with respect to FCC or state regulations concerning the use of letters of authorization and other forms of verification allowing NSP to act on behalf of the End User Customer to move service from the OSP. Neither Party will release CPNI unless in accordance with applicable law.

3.4 Pending Orders. Orders placed in the hold or pending status by CLEC will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, CLEC shall be required to submit a new service request. Incorrect or invalid requests returned to CLEC for correction or clarification will be held for thirty (30) calendar days. If CLEC does not return a corrected request within thirty (30) calendar days, ILEC will cancel the request.

3.5 Neither ILEC nor CLEC shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in the Parties' ONP Handbooks.

3.7 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance to the Parties' ONP Handbooks. The Receiving Party will close trouble tickets after making a reasonable effort to contact the Requesting Party for authorization to close a ticket. If after making a reasonable effort to contact Requesting Party to request additional information or to request authorization for additional work deemed necessary, if the Receiving Party is unsuccessful in obtaining information or authorization, the Receiving Party will place trouble tickets in delayed maintenance status.

Ancillary Services Attachment

1. 911/E-911 Arrangements

1.1. CLEC may, at its option, interconnect to the ILEC 911/E-911 Selective Router that serve the areas in which CLEC provides Telephone Exchange Services, for the provision of 911/E-911 routing services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, ILEC will provide CLEC with the appropriate CLI codes and specifications of the Selective Router serving area. ILEC does not provide the 911 database nor does it maintain the 911 database. CLEC shall make arrangement with the third party provider of 911/E911 for the provision of the database services.

1.2. Path and route diverse Interconnections for 911/E-911 shall be made at the technically feasible Point of Interconnection on ILEC's network at which the Parties interconnect, or other points as necessary and mutually agreed, and as required by law or regulation.

1.3. Within thirty (30) days of its receipt of a complete and accurate request from CLEC, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, ILEC will provide CLEC, where ILEC offers 911 service, with the following:

1.3.1. a list of the address and CLI code of each 911/E-911 selective router in the area in which CLEC plans to offer Telephone Exchange Service

1.3.2. a list of geographical areas, e.g., counties or municipalities, with the associated 911 tandems, as applicable.

1.3.3. a list of ILEC personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

1.3.4. any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;

1.4. 911 Interconnection

ILEC and CLEC will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of CLEC systems to the 911/E-911 platforms and/or systems.

1.5. 911 Facilities

CLEC shall be responsible for providing facilities from the CLEC End Office to the POI911 selective router. CLEC shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router. CLEC may purchase transport for such facilities from ILEC at rates listed in the Pricing Attachment.

1.6. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability (LNP) with full 911/E-911 compatibility is utilized for all ported telephone numbers

1.6.1. CLEC is required to enter data into the third party 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using CLEC's NENA COID to lock and unlock records and the posting of CLEC's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

1.7. PSAP Coordination

ILEC and CLEC will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

1.8. 911 Compensation

CLEC will compensate ILEC for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.

1.9. 911 Rules and Regulations

CLEC and ILEC will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in the State of Wisconsin.

2. Busy Verification and Busy Line Verification Interrupt

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward Operator Services (OS) trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

3. Telephone Relay Service

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

4. Directory Listings and Directory Distribution

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

4.2. Listings

CLEC agrees to supply ILEC on a regularly scheduled basis, and in a format prescribed by ILEC, all listing information for CLEC's subscribers who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with ILEC's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

4.3. Distribution

Upon directory publication, ILEC will arrange for the initial distribution of the directory to service subscribers in the directory coverage area. CLEC will supply ILEC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable ILEC to perform its directory distribution responsibilities.

Wood County Telephone Company
Pricing Attachment

Pricing Attachment

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal 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.

A. Transport Rate:

- | | | |
|--|------------------------------|--|
| 1. Direct Trunk Transport Termination: | | |
| a) DS1 | \$ 84.89 / termination / mth | |
| b) DS3 | \$ 472.81 / termination/ mth | |
| 2. Direct Trunk Transport Facility: | | |
| a) DS1 | \$ 17.22 / mile / month | |
| b) DS3 | \$ 118.53 / mile / month | |
| 3. Non-recurring Installation Charge | \$ 130 / order | |
| 4 Entrance Facility Recurring | \$159.05/month | |
| Entrance Facility Nonrecurring | \$281.00/Facility | |

B. Transit Charges

- | | |
|---|-----------|
| 1. Per Minute Tandem | \$.000584 |
| 2. Per Minute Tandem Transport Termination | \$.000105 |
| 3. Per Minute Tandem Transport Facility Mileage | \$.000083 |

C. Reciprocal Compensation (Out of Balance)

- | | |
|--------------------------|-----------|
| 1. Per Minute End Office | \$.003490 |
|--------------------------|-----------|

D. General Charges:

- | | |
|---|--------------------|
| 1. Service Order Charge (LSR) | \$ 20.00 / request |
| 2. Service Order Cancellation Charge | \$ 12.00 / request |
| 3. Expedited Due Date in addition to SOC | \$ 35.00 / request |
| 4. Order Change Charge | \$ 20.00 / request |
| 5. Technical Labor | |
| <u>Install & Repair Technician:</u> | |
| Basic Time (normally scheduled hours) | \$80.00 / hr |
| Overtime (outside normally schld hrs on schld work day) | \$120.00 /hr |

Central Office Technician:

Basic Time (normally scheduled hours)	\$50.00 / hr
Overtime (outside normally schld hrs on schld work day)	\$75.00 / hr
Call out	Min 3 hours

Customer Service Reprehensive Basic Time (Normal Scheduled)	\$50.00/hr
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6. Rates and Charges for LNP Coordinated Hot Cut (CHC)	\$ ICB
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