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Public Service Commission of Wisconsin
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October 10, 2012

Public Service Commission Of Wisconsin
610 North Whitney Way
PO Box 7854
Madison, WI 53707-7854

Re: Petition for Approval of Interconnection Agreement between Ace Telephone Association and Charter Fiberlink CCO, LLC

Dear Secretary,

This letter requests approval by the Wisconsin Public Service Commission, pursuant to 47 U.S.C. § 252, of the attached Interconnection and Mutual Traffic Exchange Agreement between Ace Telephone Association ("Ace") and Charter Fiberlink CCO, LLC ("Charter").

I have been authorized to submit this request for approval by representatives of Charter and Ace to make this filing. I hereby certify that a copy of this filing has been served on Charles Hudak, at Friend, Hudak & Harris, LLP, Three Ravinia Drive, Suite 1450, Atlanta, Georgia 30346. Mr. Hudak is an attorney for Charter and can be reached at 770.399.9500.

If you have any questions about this filing please contact me at the number listed above.

Thank you for your attention to this matter.

If you have any questions, please contact me at 651.621.8322 or at tgburns@otcpas.com.

Sincerely,

s/ Thomas G. Burns

Thomas G. Burns
Consultant for Ace Telephone Association

cc: Todd Roesler
Charles Hudak

INTERCONNECTION AND MUTUAL TRAFFIC EXCHANGE AGREEMENT
MINNESOTA

This Interconnection and Mutual Traffic Exchange Agreement (“Agreement”) is made as of the Effective Date (defined in Section 9.1 below) by and between Ace Telephone Association (“Carrier”) located at 207 E. Cedar St., Houston, Minnesota 55943 and Charter Fiberlink CCO, LLC (“Charter”), a limited liability company organized under the laws of the State of Delaware, with its principal place of business located at 12405 Powerscourt Drive, St. Louis, Missouri 63131. Carrier and Charter are referred to herein as a “Party” and, collectively, as the “Parties” to this Agreement.

WHEREAS, Charter is authorized by the Minnesota Public Utilities Commission to provide telecommunications services in certain Minnesota exchanges, and authorized by the Wisconsin Public Service Commission to provide telecommunications services in certain Wisconsin exchanges.

WHEREAS, Carrier is a rural telephone company holding a certificate of authority to provide local exchange telecommunication services in certain exchanges in the State of Minnesota.

WHEREAS, Carrier and Charter desire to establish arrangements for indirect interconnection and/or direct interconnection for the exchange of Traffic between their respective networks for the benefit of the Parties.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and compensation of Traffic in accordance with the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as amended by the Telecommunications Act of 1996 (“Act”), and which is intended to supersede any previous arrangements between the Parties relating to such Traffic.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Charter and Carrier hereby agree that the following terms shall apply to the exchange of Traffic between Charter and Carrier.

1. **Definitions.** Terms, phrases and words not otherwise defined in this Agreement will be as defined in the Act, FCC or state regulations if the Parties disagree with their customary usage in the telecommunications industry.

1.1. "Central Office Switch" means a switch used to provide telecommunications services, including, but not limited to:

1.1.1. "End Office Switch", "End Office", or "Host Switch" is used, among other things, to terminate telecommunications Traffic to End User Customers.

1.1.2. "Tandem Switch" is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination or points of presence.

1.1.3. "Local Tandem Switch" is used in conjunction with existing EAS facilities to exchange local traffic in the context of Carrier's basic local service.

1.1.4. "Access Tandem Switch" is used in conjunction with the origination and termination of long distance services.

1.1.5. A "Host Remote Switching Arrangement" is an arrangement in which the Carrier has deployed remote switches to serve Carrier exchanges. Host switches are End Office Switches which process calls to/from remote switches.

1.2. "Commission" means: (a) the Minnesota Public Utilities Commission, with respect to Local Traffic that is exchanged between End Users within the state of Minnesota or between End Users in both Minnesota and Wisconsin; and (b) the Wisconsin Public Service Commission, with respect to Local Traffic that is exchanged between End Users in both Wisconsin and Minnesota.

1.3. "End User" or "End User Customer" means a calling or called party which originates or terminates Traffic from either Party's network, including Traffic which is routed via a third-party Tandem Switch.

1.4. "Extended Area Service" or "EAS" or "EAS Area" means a toll-free calling area mandated by the Commission.

1.5. "ISP Bound Traffic" is as defined in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001.

1.6. "Local Calling Area" – see Extended Area Service.

1.7. "Local Exchange Routing Guide" or "LERG" means the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

1.8. "Local Exchange Traffic" means traffic which actually originates and actually terminates within the same Local Calling Area or EAS Area.

1.9. "Local Traffic" means Local Exchange Traffic and also includes ISP Bound Traffic.

1.10. "Minutes Of Use" or "MOU" means utilization of either Party's network expressed in conversation minutes.

1.11. "Other Traffic" means Traffic which is neither Local Exchange Traffic nor ISP Bound Traffic, and includes (but is not limited to) interexchange traffic (interLATA and intraLATA toll).

1.12. "Point Of Interconnection" or "POI" means the actual point where the Parties' networks are physically interconnected.

1.13. "Tandem Switching" means the intermediate switching of Traffic between the origination and termination of a call.

1.14. "Termination" means the switching of Traffic at the terminating carrier's End-Office Switch, or functionally equivalent facility, and the delivery of such Traffic to the called party.

1.15. "Traffic" means all traffic exchanged between the Parties.

1.16. "Transit Traffic" means Traffic exchanged between the Parties' networks over direct interconnection facilities which is originated by or terminated to a non-Party carrier.

1.17. "Transit Service" means the delivery of Transit Traffic.

1.18. "Transport" means the transmission by a Party of Traffic from the POI to the terminating Party's Tandem Switch or End-Office Switch which directly serves the called End User Customer.

1.20 "Voice over Internet Protocol Traffic" or "VoIP Traffic" means Traffic that originates on a network other than the Public Switched Network (PSTN) using Internet Protocol and packet switching technology that is converted to circuit switched technology for termination on the PSTN.

2. **Scope of Agreement.** This Agreement addresses the rights and obligations of each Party to establish interconnection for the exchange of Traffic between the Parties' networks, and the reciprocal compensation rates to be charged for the exchange of such Traffic pursuant to Section 251 and 252 of the Act. The Parties shall not exchange wireless-to-wireline traffic pursuant to this Agreement. Any such exchange of traffic shall be the subject of a separately negotiated agreement between the Parties, and the Parties shall not use the interconnection arrangements established pursuant to this Agreement to exchange wireless-to-wireline traffic.

3. **Interconnection Arrangements and Traffic Routing.**

3.1. **Indirect Interconnection.** Indirect interconnection is accomplished by Charter establishing trunks from its Central Office Switch to the third party Local Tandem Switch that is used by Carrier for existing EAS, and over which trunks Charter shall route only Local Traffic. The Parties agree that the identification of Local Traffic shall be determined by the physical location of the calling and called End Users. The POI for the exchange of Local Traffic shall be the existing meet-point(s) between Carrier and the third party Local Tandem Switch provider, as described below:

3.1.1. Each Party shall be responsible for the cost of providing facilities to the third party Local Tandem Switch.

3.1.2. Should Traffic volumes grow to a point where it is economically advantageous to establish a direct interconnection between the Parties' networks, either Party may request negotiation of separate terms and conditions, including meet point billing arrangements, but consistent with the terms of Section 3.2 below. The Parties agree in good faith to accommodate such a request to reach an agreement.

3.1.3. If following the Effective Date a third party seeks to impose charges not previously charged for Traffic routed via its Local Tandem Switch over EAS facilities, then either Party may dispute its liability for payment of such charges, or its obligation to route or continue routing Local Traffic via the indirect interconnection. Alternatively, the Parties may negotiate a direct connection as provided in this Agreement.

3.2. Direct Interconnection. The Parties may agree to establish two-way direct interconnection with the POI at the Carrier's exchange boundary or at another point within Carrier's network as mutually agreed upon by the Parties. Any such direct interconnection agreed upon by the Parties will be described on Attachment B to this Agreement.

3.2.1. Each Party shall be responsible for the cost of providing facilities to the POI.

3.2.1.1 Charter may obtain facilities from Carrier to reach the POI. In such instances, Carrier shall bill Charter for the facilities at Carrier's interstate access tariff rates. Since the facilities will be used for two-way exchange of Traffic (subject to the terms of this Agreement), Carrier shall apply a credit (the "Facility Credit") to reflect Carrier's use of the leased facilities. Initially, the Facility Credit shall be at fifty percent (50%), to reflect the balance of Traffic between the Parties, and shall be adjusted upon mutual agreement of the Parties should Traffic become out of balance.

3.2.2. Separate trunk groups shall be established for the exchange of Local Traffic and all Other Traffic. The Parties shall route only Local Traffic over the trunks established for Local and all Other Traffic over the trunks established for Other Traffic. The ordering and billing of such trunk groups shall be subject to each Party's Interstate and Intrastate switched access tariffs. The Parties agree that the identification of Local Traffic shall be determined by the physical location of the calling and called End Users.

3.2.3. Upon the expiration or termination of this Agreement, the Parties shall cooperate to promptly disconnect any directly connected facilities between them used in the exchange of Local Traffic unless the Parties seek to negotiate a replacement agreement.

3.3. Central Office Codes ("NXXs"). For the purpose of exchanging Local Traffic, Charter shall obtain Central Office Codes which are uniquely associated with the local exchanges with which the Carrier has Commission-mandated EAS/local calling.

3.4. Local Number Portability (LNP).

3.4.1. Local Number Portability ("LNP") provides an End User of Local Exchange Traffic with an active account the ability to retain its existing telephone number when changing from one local exchange telecommunications carrier to another at the same location. The Parties recognize that some of the Local Exchange Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.

3.4.2. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff.

3.4.3. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.

3.5. N-1 Responsibility.

3.5.1. In cases when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

3.5.2. If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. An N-1 carrier shall be responsible for payment of charges to the other Party for any default queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

3.6. Office Code Translations.

3.6.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

3.6.2. Unless mandated otherwise by a Commission Order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, in all areas where Charter's service area overlaps the service area of an ILEC, Charter shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for the ILEC. Charter shall assign whole NPA-NXX codes to each Rate Center in compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most

current version) unless the LEC industry adopts alternative methods of utilizing NXXs, such as thousand-block number pooling, in a manner adopted by the NANPA.

3.6.3. Neither Party shall assign a number out of an NXX code to a person or entity that does not have a physical presence in the assigned rate center for that code under this Agreement. In the event that either Party should offer a foreign exchange or similar service to a person or entity, the Parties agree to negotiate in good faith an ancillary agreement which shall incorporate a revenue sharing rate arrangement.

3.7. VoIP Traffic. The Parties agree that VoIP Traffic which both originates and terminates within the same Local Calling Area (as determined by the physical location of the End Users originating and terminating the VoIP Traffic call and not by the location of the call's conversion to/from circuit switched technology) shall be routed over the trunk group established for the exchange of Local Traffic, or if no direct connection, over the EAS facilities. VoIP Traffic which originates and terminates in different Local Calling Areas (as determined by the physical location of the End Users originating and terminating the VoIP Traffic call and not by the location of the call's conversion to/from circuit switched technology) shall be routed over the trunk group established for the exchange of Other Traffic, and in no case over the EAS facilities. The Parties further agree to cooperate in good faith to determine a manner to transmit information which identifies Traffic as VoIP Traffic, and to transmit such information when possible but in any event in compliance with Sections 4.4 and 5.2 (and their subsections) below.

4. Compensation for Traffic.

4.1. Local Exchange Traffic. The Parties agree Local Exchange Traffic will be exchanged on a Bill and Keep basis.

4.2. ISP Bound Traffic. The Parties agree they shall exchange ISP-Bound Traffic on a Bill and Keep basis, because such traffic is exchanged on a de minimis or balanced traffic basis.

4.3. Other Traffic. Other Traffic shall be subject to each Party's Interstate and Intrastate switched access tariffs as applicable.

4.4. VoIP Traffic. The Parties agree that VoIP Traffic is compensable as a telecommunications service, and that such compensation as either Local Exchange Traffic or Other Traffic shall be determined by the physical location of the calling and called End Users.

4.4.1. In order to facilitate the determination of the End Users' locations, the ISUP Jurisdictional Information Parameter ("JIP") shall be populated on all Traffic terminated to Carrier by Charter, as provided in Section 5.2 below.

4.4.2. The Parties acknowledge that with present technology and due to action or inaction by third parties, they may be unable to identify Traffic as VoIP Traffic, route such VoIP Traffic as required by this Agreement, or identify the physical point at which a VoIP Traffic call originates. Accordingly, if Traffic is not correctly identified by the

origination of the call or records exchanged between the Parties during the normal course of business, both Parties agree to work together in good faith to identify the disputed Traffic for the purpose of proper billing and compensation. The Parties shall have 30 (thirty) business days to reach agreement following receipt of notice by either Party that there is Traffic that is not properly identified for billing and compensation purposes and/or is not being routed as required by this Agreement. The Parties may mutually agree in writing to extend discussions to resolve the disputed Traffic, otherwise either Party may invoke the Dispute Resolution process in Section 10 of this Agreement. The Party terminating Traffic improperly identified or routed as Local Traffic shall be compensated for such Traffic pursuant to its switched access tariffs.

4.5. Each Party agrees it shall compensate the other Party according to the terms of this Agreement for all Traffic routed or delivered to the other Party's network.

5. **Ordering and Billing.**

5.1. Recording.

5.1.1. Each Party is responsible for recording the Traffic terminated on its network over direct connection facilities, or to obtain such recordings from the third-party Local Tandem or Access Tandem switching provider.

5.1.2. The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records.

5.1.3. Each Party shall keep adequate records of usage.

5.2. Traffic Jurisdiction Identification. For billing purposes, each Party shall pass original and true Calling Party Number ("CPN"), and other SS7 ISDN User Part ("ISUP") information on each call that is terminated to the other Party. Neither Party will alter the CPN or other SS7 parameters which indicate the true originating point of the call.

5.2.1. Each Party shall include the ISUP JIP in the Initial Address Message ("IAM"). The JIP shall contain six (6) digits (NPANXX format) representing the switch location.

5.2.2. When a Party provides a transit-like function to a third party (for example, as a media gateway for VoIP Traffic terminated on the other Party's network (the "Transiting Party")), the Transiting Party shall use its best efforts to cause the third party to correctly populate and pass calling party information in accordance with the terms of this Agreement. The Transiting Party shall pass the JIP unchanged from the incoming IAM to the outgoing IAM when the IAM is populated. If the Transiting Party receives an IAM without a JIP, that Party shall populate the JIP in the outgoing IAM with the NPA-NXX associated with the third party's switch on the incoming trunk group.

5.2.3. When the third party's switch, router or equivalent device serves multiple states or LATAs, then the Transiting Party shall cause the third party to modify its switch

to support multiple JIPs, so that the JIP passed for a call will be populated with an NPA-NXX that is specific and accurate for the originating End User's physical geographic location.

5.2.4. When call forwarding occurs, the Forward From DN (Directory Number) field will be populated, the JIP will be changed to a JIP associated with the Forwarded From DN and the new Called DN will be inserted in the IAM.

5.2.5. If one Party is properly passing CPN, JIP or other information as required by this Agreement but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

5.2.6. The Parties acknowledge the ongoing FCC activity regarding IP enabled services, provision of E911, and the physical location of the broadband end user. The Parties agree to negotiate in good faith to include any additional data in call setup, which the FCC determines will assist to identify the physical location of the broadband end user.

5.3. Auditing. Each Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any request for an audit shall meet the following requirements: (i) a minimum of thirty (30) days prior written notice to the audited Party, (ii) conducted during normal business hours of the audited Party, (iii) at the auditing Party's sole expense, (iv) within a reasonable scope and for a reasonable duration, (v) in a manner that does not interfere with the audited Party's business operations, and (vi) in compliance with the audited Party's security rules.

5.4. Billing; Disputed Charges.

5.4.1. Switched Access Billing. Switched access charges shall be billed in accordance with each Party's interstate or intrastate switched access tariff.

5.4.2. Each Party shall bill the other Party on a monthly basis for any amounts owed under this Agreement. Invoices shall be due within forty-five (45) days after receipt of an invoice. A Party must give written notice to the other Party identifying any dispute of an invoiced amount. A Party may withhold payment of a properly disputed portion of an invoice, but must timely pay the undisputed portion. The Parties agree that they will each make a good faith effort to promptly resolve any billing dispute. If a Party properly disputes charges and withholds payment of the disputed amount, such amount shall be subject to late payment charges as set forth below, if the dispute is resolved in favor of the invoicing Party, and the disputed amount plus the late payment charge shall be paid to the invoicing Party within twenty (20) days of resolution of the dispute. If the dispute is resolved in favor of the disputing Party, then the invoicing Party shall credit the invoice of the disputing Party for the amount of the disputed charges, plus any late payment charges assessed on such amount, no later than the second bill date after the resolution of the dispute.

5.4.3 Any amounts owed under the terms of this Agreement by one Party to the other Party, if not paid when due, shall be subject to a late payment fee equal to the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate of interest that may be charged under applicable law, compounded daily, for the number of days from the date on which such payment was due until the date on which such payment is made and available.

5.4.4 Disputed Jurisdiction. A Party may conduct a review of Traffic terminated at any time to determine the other Party's compliance with the terms and conditions of this Agreement, and the other Party shall cooperate fully and timely with a request to validate Traffic jurisdiction and associated compensation.

5.4.5 The Parties contemplate that Traffic Jurisdiction Identification as described in Section 5.2 may be validated by comparing (without limitation): (a) the Calling Party Number; (b) the Called Party Number; (c) the Jurisdiction Information Parameter; (d) the address data populated in the E911 Automatic Line Identification (ALI) database, directory listing, or other information which may identify the physical geographic location of the originating End User.

5.5. Migration Orders.

5.5.1. The Parties agree when an End User transfers service from one Party to the other Party ("Migration Orders") it may be necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time.

5.5.2. Should either Party's customer experience an out of service condition resulting from an unsuccessful Migration Order, both Parties agree to cooperate to rectify the out of service condition as soon as possible following notification.

5.5.3. There will be no additional charges associated with correcting such out of service conditions associated with Migration Orders.

5.5.4. Migration Orders shall be submitted on industry standard Local Service Request forms.

5.5.5. Transfer of Service Announcement. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement, where available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this End User. The service announcement will be provided by the Party formerly providing service for a minimum of four (4) months.

5.5.6. Migration Order Charges. The Parties shall reciprocally compensate each other for Migration Order services at the rates provided on Attachment A.

5.5.7. Service Date Modifications/ Customer Not Ready. Charter may request a change in due date prior to the originally scheduled due date, before Carrier transmits a Firm Order Confirmation (FOC). If the request for modification to the service date occurs within twenty four (24) hours of the scheduled due date, Charter may be subject to charges for work and labor-related expenses already completed.

5.6. Letter of Authorization.

5.6.1. Each Party is responsible for obtaining a Letter of Authorization (“LOA”) or third-party verification from each End User initiating Migration of service from one Party to the other Party. The Party obtaining the LOA or third-party verification from the End User will furnish it to the other Party upon request. Such LOA may be a blanket LOA or other form agreed upon between the Parties which authorizes the release of customer proprietary network information from one Party to the other Party or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA will be made via facsimile or email in order to expedite order processing.

5.6.2. If there is a conflict between an End User and either Party regarding the disconnection or provision of services, the Parties will honor the latest dated Letter of Authorization or third-party verification. If, in resolution of the conflict, an End User’s service which has been disconnected is to be restored, such service restoral shall be treated as an out of service condition and shall be restored within 24 hours. The Party which had initiated the Migration Order is responsible to pay the applicable nonrecurring charges as set forth in the other Party’s applicable tariff to restore the End User’s prior service.

6. SS7 Signaling.

6.1. The Parties agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties and further agree:

6.1.1. To exchange ISUP (Integrated Services Digital Network User Part) and TCAP (Transaction Capabilities Application Part) messages.

6.1.2. To set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation.

6.1.3. To exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices.

6.1.4. Neither Party shall bill the other Party for exchange of TCAP messages when TCAP is used to support CLASS end user service features (switch to switch TCAP). This provision shall not be construed to require Carrier to convert its networks to SS7.

7. Operator Services; Directory Listings.

7.1. Each Party shall maintain and keep current its own customer information (i.e., directory assistance listing information, including name, address, phone number, nonlisted and nonpublished indicators, caption information, and other information Carrier provides to third party LECs) in currently available databases used in the provision of intercompany operator services (e.g., local assistance, directory assistance, directory assistance call completion, busy line verification/interrupt), and shall ensure that the other Party can obtain access to such information. If requested, each Party shall identify for the other Party its directory listings publisher and its directory listings publication cut-off date. It shall be the responsibility of the Party obtaining this information from the other Party to submit directory listings in the prescribed manner and timeframe to the publisher.

8. **911/E911 Services.**

8.1. Each Party shall be responsible for establishing its interconnection from its Switch to the emergency service 911/E911 service provider's router.

8.2. Each Party shall be responsible for entry of its own Automatic Line Identification ("ALI") records in the E911 service provider's ALI database.

9. **Term of Agreement.**

9.1. Subject to Commission approval pursuant to Section 23.1 below, this Agreement shall commence when fully executed (the "Effective Date") and have an initial term of two (2) years, and shall thereafter automatically renew for additional six (6) month terms unless either Party gives the other Party written notice of intent to terminate at least one hundred forty five (145) days prior to the expiration date of the initial or any renewal term.

9.2. Notwithstanding Section 9.1 above, either Party shall have the right to terminate this Agreement for cause as provided in Section 21 below.

9.3. Notwithstanding a notice of termination or a request for negotiation, this Agreement shall remain in effect until (a) replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law, or (b) subject to prior Commission approval, the Parties disconnect any connecting facilities or terminate service arrangements subject to Section 21 below.

10. **Dispute Resolution.**

10.1. The Parties agree to use the following dispute resolution procedure with respect to any claim arising out of or relating to this Agreement.

10.2. At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of ninety (90) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer business

representatives, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.

10.3. If the negotiations do not resolve the dispute within ninety (90) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, then either Party may proceed with any legal or equitable remedy available to it.

10.4. If the Parties agree to seek alternative dispute resolution each Party shall bear its own costs and attorneys' fees of these procedures set forth in this Section 10 and shall equally split the fees and costs of any mediation or arbitration procedure, including the fees of the arbitrator or mediator.

10.5. If the Parties have agreed to binding arbitration, any decision of an arbitrator shall be subject to review by the Commission. The Parties shall submit a copy of each arbitration decision to the Commission. If the dispute concerns Local Traffic exchanged between End Users within the state of Minnesota or between End Users in both Minnesota and Wisconsin, then the Parties shall also submit a copy of such arbitration decision to the Minnesota Department of Commerce and the Minnesota Office of the Attorney General, Residential and Small Business Utilities Division. The arbitrator's decision shall remain in effect unless the Commission acts within forty-five (45) days to suspend, modify or reject the decision.

11. **Limitation of Liability.**

11.1. Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A Party's liability shall not be limited with respect to its indemnification obligations under this Agreement.

12. **Indemnification.**

12.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a Third Party against the Indemnified Party.

12.2 The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

12.3 The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

13. **Force Majeure.**

13.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather, upon giving prompt notice to the other Party. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

14. **Agency.**

14.1. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

15. **Nondisclosure of Proprietary Information.**

15.1. The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical

and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information (“CPNI”) as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information (“Confidential Information”). Confidential Information shall include (i) all information delivered in written form and marked “confidential” or “proprietary” or bearing mark of similar import; and (ii) information derived by the Recipient from a Disclosing Party’s usage of the Recipient’s network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section 15, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed.

15.2. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient’s possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party’s Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

15.3. The Parties agree to take reasonable steps to prevent the disclosure and availability of Confidential Information of the other Party to third parties. The Parties shall return to one another all tangible Confidential Information of the other upon written request by the other Party or upon termination or expiration of this Agreement. The confidentiality obligations of the Parties shall survive any termination or expiration of this Agreement and shall continue for a period of two (2) years after such termination and expiration; however, at no time whatsoever, may a recipient Party use a disclosing Party’s Confidential Information for any purpose other than the limited purpose of fulfilling the recipient Party’s obligations under the Agreement.

16. **Notices.**

16.1. Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Carrier and Charter at the addresses shown below.

16.2. Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of Charter to:

Business Name: Charter Fiberlink CCO, LLC
Mailing Address: P.O. Box 31129
City/State/Zip Code: St. Louis, Missouri 63131
Attention: Telco Cost Analyst

16.3. Notices shall be effective within three (3) business days of being sent via registered mail with return receipt requested, in the case of Charter to:

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

With a copy to:

Charter Communications, Inc.
Attn: Corporate Telephone – Carrier Relations
12405 Powerscourt Drive
St. Louis, Missouri 63131

and

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346

or to such other location as the receiving Party may direct in writing. Payments are to be made to the address indicated on the invoice.

16.4. Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of Carrier to:

Ace Telephone Association
Attn: Accounts Payable
207 E. Cedar St.
Houston, MN 55943

16.5. Notices shall be effective within three (3) business days of being sent via registered mail with return receipt requested in the case of Carrier to:

Ace Telephone Association
207 E. Cedar St.

Houston, MN 55943
Todd Roesler
troesler@acegroup.com
507-896-6207

or to such other location as the receiving Party may direct in writing. Payments are to be made to the address indicated on the invoice.

16.6. Each Party shall ensure bills and payments reference the specific company name and billing account for which traffic is being billed or paid.

17. **Cooperation.**

17.1. The Parties agree that this Agreement involves the provision of Carrier services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis.

18. **Severability.**

18.1. If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement that is invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

19. **Assignment.**

19.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that upon written notice either Party may assign this Agreement or any rights and obligations thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction. A Party assigning this Agreement to a third party as permitted hereunder shall give written notice to the Commission not less than sixty (60) days in advance of the effective date of the assignment.

20. **Entire Agreement.**

20.1. This Agreement, including all Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements,

representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof, including without limitation that certain Local/EAS/ECC Traffic Termination Agreement by and between Ace Telephone Association d/b/a Ace Communications Group and Charter Fiberlink CCO, LLC (as successor to Charter Fiberlink, LLC), dated December 23, 2005, which was approved by the Minnesota Public Utilities Commission in Docket No. P401, 5535/IC-06-24, and by the Wisconsin Public Service Commission in Docket No. 5-TI-1492. No modification or waiver of any provisions of this Agreement shall be effective unless in writing, signed by both Parties, and approved by the Commission.

21. **Termination Upon Default.**

21.1. 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 and the Commission in writing of the alleged default and the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of the written notice thereof. In addition, neither Party may terminate the Agreement due to the default of the other Party, or disconnect service to the other Party due to default, without first obtaining the approval of the Commission.

22. **Executed in Counterparts.**

22.1. This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

23. **Regulatory Approvals.**

23.1. This Agreement will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Carrier will submit the Agreement to both the Minnesota Public Utilities Commission and the Wisconsin Public Service Commission for approval. The Parties shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval. A determination by the Commission or any regulatory body that it does not have jurisdiction over this Agreement or that formal approval is unnecessary shall have no impact on the Agreement.

23.2. **Amendments.** Charter and Carrier may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement. No amendment, modification or supplement to this Agreement shall be effective without the approval of the Commission unless the Commission shall have first determined that it does not have jurisdiction over this Agreement.

24. **Governing Law.**

24.1. To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of Minnesota without regard to its conflicts of laws principles. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any provision hereof, the Parties shall renegotiate in good faith to modify such affected provisions as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action. The Parties acknowledge and agree that a FCC ruling establishing or modifying industry-wide intercarrier or interconnection arrangements with rate of return rural carriers shall constitute a change in law under this Section 24.1.

25. **Third Party Beneficiaries.**

25.1. This Agreement does not provide any person not a party, assignee or successor to this Agreement and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege in excess of those existing without reference to the Agreement. Notwithstanding the foregoing, the Parties agree to give notice to the Commission of any lawsuits or other proceedings that involve or arise under the Agreement to ensure that the Commission has the opportunity to seek to intervene in the proceedings on behalf of the public interest.

**ATTACHMENT A
RATES AND CHARGES**

Reciprocal Compensation Rate

Local Traffic Transport and Termination (Per MOU) Bill and Keep

Migration Order Charges

One-Time Account Establishment Charge \$275.00

Migration LSR Charge 15.00

Subsequent LSR Charge 15.00

ATTACHMENT B
DIRECT AND INDIRECT INTERCONNECTION

1. Direct Interconnection. The Parties acknowledge and agree that, as of the Effective Date, the Parties have established a Type 2B direct connection for the purpose of exchanging two-way Local Traffic between Charter's network in Wisconsin and Carrier's network in Minnesota. The POI is located at the existing fiber meet point between CenturyTel of Wisconsin, LLC's La Crosse, Wisconsin central office (LCRSWIXC) and Carrier's La Crescent, Minnesota central office (LACRMNXL).

2. Indirect Interconnection. The Parties agree to indirectly exchange two-way Local Traffic between their networks in Minnesota through Qwest Corporation's (now known as CenturyLink) Rochester, Minnesota Access Tandem (ROCHMNRO12T) subject to the provisions of Section 3 of this Agreement.