PSC REF#:197923

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Public Service Commission of Wisconsin
RECEIVED: 01/31/14, 7:30:13 AM

January 30, 2014

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
PO Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement for the Transport and Termination of Local Traffic Between Wireline Carriers ("Agreement") Between Richland-Grant Telephone Cooperative, Inc. and MCC Telephony of the Midwest, LLC. ("MEDIACOM").

Dear Ms. Paske:

I am filing this letter and signed Agreement electronically on behalf of Richland-Grant Telephone Cooperative, Inc. ("Richland-Grant").

Richland-Grant hereby requests approval pursuant to 47 USC 252, of the enclosed Interconnection Agreement for the Transport and Termination of Local Traffic between Wireline Carriers Richland-Grant and MEDIACOM. Richland-Grant has been authorized by MEDIACOM to submit this Agreement to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been served on MEDIACOM via U. S. mail at the following address:

Roger Moss
Senior Director of Voice Services Operations
One Mediacom Way
Mediacom Park, NY 10918

If there are any questions regarding the filing of this Agreement, please contact me at 608-829-0271.

Sincerely,

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Roger Moss – MCC Telephony of the Midwest, LLC.
CC: Brad Welp – Richland-Grant Telephone Cooperative, Inc.

INTERCONNECTION AGREEMENT FOR THE TRANSPORT AND TERMINATION OF LOCAL TRAFFIC BETWEEN WIRELINE CARRIERS

This Interconnection Agreement for the Transport and Termination of traffic between wireline carriers ("Agreement") is effective as of the __1st___ day of _February, 2014 (the "Effective Date"), by and between Richland-Grant Telephone Cooperative, Inc. ("RGTC") a Wisconsin Corporation, with its principal office at 202 North East Street, P.O. Box 67, Blue River, Wisconsin 53518 and MCC Telephony of the Midwest, LLC (MEDIACOM) a Delaware limited liability corporation, with its principal office at 1 Mediacom Way, Mediacom Park, NY 10918.

WHEREAS, RGTC is an Incumbent Local Exchange Carrier ("ILEC") in the State of Wisconsin;

WHEREAS, MEDIACOM, is a Competitive Local Exchange Carrier ("CLEC") in the State of Wisconsin.

WHEREAS, Sections 251 and 252 of the Communications Act of 1934, as amended, have specific standards and procedures for Interconnection, and the Parties intend that this Agreement meets these standards and procedures; and

WHEREAS, the Parties wish to establish a Reciprocal Compensation and Interconnection arrangement as consistent with 47 U.S.C. 251; and

WHEREAS, the Parties desire to interconnect their respective ILEC and CLEC network facilities for the purpose of delivery of specific traffic for Transport and Termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide other services as set forth herein; and

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, MEDIACOM and RGTC hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

1.2 "Affiliate" is as Defined in the Act.

1.3 "As Defined in the Act" means as specifically defined in the Act.

1.4 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any government authority, which apply or relate to the subject of this Agreement.

1.5 "Basic Local Exchange Service" means a voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

1.6 "Bill-and-Keep Arrangement" means a compensation arrangement whereby the Parties do not render bills to each other for the termination of traffic specified in this Agreement and whereby the Parties terminate traffic originating from end-users served by the networks of the other Party without charging among or between said carriers for such traffic exchange.

1.7 "CLLI Codes" means Common Language Location Identifier Code.

1.8"Commission" means the Public Service Commission of Wisconsin.

1.9"Common Channel Signaling" (CCS) is a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual Trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.10 "Competitive Local Exchange Carrier" is any company or person authorized to provide Basic Local Exchange Service by the Public Service Commission of Wisconsin in certain service territories.

1.11 "DS-1" is a telecommunications service carried at digital signal rate of 1.544 Mbps.

1.12 "DS-3" is a telecommunications service carried at digital signal rate of 44.736 Mbps.

1.13 “Effective Date” means the date contained in the first paragraph of this Agreement.

1.14 “End Office Switch” is RGTC’s, a third party subtending the RGTC Blue River Tandem or MEDIACOM’s switch, head end or other similar switch facility where telephone loops used to provide end user Exchange Service are terminated.

1.15 “Exchange Access Service”, as used in this Agreement, shall mean the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services, as defined by the FCC and the Commission.

1.16 “Exchange Service” means all Basic Local Exchange Service, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (“PSTN”), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.17 “FCC” means the Federal Communications Commission.

1.18 “Incumbent Local Exchange Carrier” or “ILEC” is As Defined in the Act.

1.19 "Information Access Traffic," for the purpose of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of transmission between the Parties. Information Access Traffic is not Local Traffic unless the traffic is between an end user and an ISP physically located in the same RGTC Mandatory Local Calling Scope. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol. Information Access Traffic is not subject to Reciprocal Compensation between the Parties.

1.20 "Information Service Provider or "ISP"", a provider of Information Service, as defined in 47 U.S.C. 153(20), Information Service Provider includes, but is not limited to, Internet Service Providers.

1.21 “Interconnection” is the direct or indirect connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access Service. The architecture of Interconnection may include one or more Mid-Span Meets, or Points of Interconnection. “Interconnection Facilities” are described in Appendix A.

1.22 "Interconnection Facilities" are the physical transmission facilities by which the Parties will interconnect their respective networks for the purpose of exchanging traffic. These facilities are described in greater detail in Section 4.0 and Appendix A of this Agreement.

1.23 "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:

1.23.1 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

1.23.2 Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

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

1.25"Interexchange Carrier (IXC)" is a telecommunications service provider authorized by the FCC to provide interstate long distance communication services between LATAs and is authorized by the Commission to provide inter- and/or intraLATA long distance communications services within the State.

1.26"IntraLATA Toll Traffic" means all IntraLATA calls other than Local Traffic.

1.27"Local Access and Transport Area" or "LATA" is a geographic area for the provision and administration of communications service, i.e., intraLATA or interLATA.

1.28"Local Exchange Carrier" or "LEC" is any company certified by the Commission to provide Basic Local Exchange Service.

1.29"Local Traffic" means traffic that is originated by an end user of one Party and terminated to the end user of the other Party within the scope of RGTC's local serving area, including Mandatory Local Calling Scope arrangements, as described in RGTC maps, tariffs or rate schedules filed with and ordered by the Commission. A Mandatory Local Calling Scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS") and Extended Community Calling ("ECC"), beyond their basic local exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic local exchange serving area for an additional fee) referred to hereafter as ("Optional EAS"), Local Traffic does not include Information Access Traffic or VNXX Traffic. Local Traffic does include IP-Enabled Voice Traffic that is not carried by an IXC.

1.30 "Mandatory Local Calling Scope" is an arrangement that provides end users a local calling scope, and Extended Area Service (EAS) or Extended Community Calling (ECC) beyond their basic local exchange service area.

1.31 "Mbps" means million bits per second.

1.32 "Mid-Span Meet" is an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon POI.

1.33"NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

1.34"NXX" means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 code).

1.35"Party" means either RGTC or MEDIACOM, and "Parties" means RGTC and MEDIACOM.

1.36"Point of Interconnection (POI)" means the point of demarcation where the Parties physically interconnect their networks for the exchange of telecommunications traffic between the Parties' respective networks. The Point of Interconnection also serves as the demarcation point for both Parties' operational and financial responsibility. The Point of Interconnection for this Agreement and the Shared Facilities Factor are as provided in Appendix A.

1.37 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Basic Local Exchange Services. The "rate center area" is the exclusive geographic area within which the LEC provides Basic Local Exchange Service bearing the particular NPA-NXX designations associated with the specific Rate Center.

1.38"Reciprocal Compensation" means an arrangement between two carriers in which each carrier receives compensation from the other carrier for the Transport and Termination on each carrier's network of Local Traffic that originates from the network facilities of the other carrier.

1.39"Signaling System 7 (SS7)" is the signaling protocol of the CCS network based upon American National Standards Institute (ANSI) standards.

1.40"Tandem" denotes a class 4 switching center used to switch a call between or among two End Office Switches, an End Office Switch and another Tandem, or two Tandems.

1.41 "Tandem Transit Traffic or Transit Traffic" means traffic that originates on one party's network and is transported through RGTC's network and/or Tandem substantially unchanged, and Terminates on network or another party's network. Switched Exchange Access Service traffic is not Tandem Transit Traffic, or Transit Traffic.

1.42"Telecommunications Carrier" is As Defined in the Act.

1.43"Termination" means the switching of Local Traffic and ISP Bound Traffic at the terminating carrier's End Office Switch, and delivery of such traffic to the called Party's end user.

1.44"Transport" means the transmission and any necessary Tandem switching of Local Traffic and ISP Bound Traffic from the Point of Interconnection, or meet point, between the Parties to the terminating carrier's End Office Switch that directly serves the called Party's end user.

1.45"Trunk" means a single transmission channel providing a direct physical and functional Interconnection between two switching centers.

1.46"Type-2 Interconnection", often referred to as a Trunk side connection, is a service that involves interconnection to an End Office Switch (Type-2B) or Tandem (Type-2A).

1.47 "Virtual NXX Traffic (VNXX Traffic)" as used in this Agreement, Virtual NXX Traffic is defined as calls in which a MEDIACOM's end user is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the customer's actual physical premise location.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections and Appendices shall be deemed to be references to Sections of, and Appendices to, this Agreement unless the context otherwise requires. The headings of the Sections are inserted for the convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context otherwise requires, any reference to any agreement, other instrument or other third party offerings, guides or practices, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of the rule or tariff as amended and supplemented from time-to-time (and in the case of a statute, regulation, rule or tariff to any successor provision).

2.2 The Parties acknowledge that some of the services, facilities or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement including Appendices shall prevail. This Agreement, including Appendices, supersedes any prior agreements between the Parties.

3.0 SCOPE OF AGREEMENT

3.1 This Agreement shall cover the exchange of Local Traffic, ISP Bound Traffic and Tandem Transit Traffic between RGTC's network in Wisconsin and MEDIACOM's network in Wisconsin. All other traffic is governed by their applicable tariff and/or contract, and is not covered by this Agreement. The services hereunder are intended for wireline-to-wireline traffic only.

3.2 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement has no effect on the definition of end user services

that either Party offers to its end users, the services either Party chooses to offer to its respective end users, the rate levels or rate structures that either Party charges its end users for services, or the manner in which either Party provisions or terminates the services either Party provides to its respective end users.

3.3 MEDIACOM represents that it is a CLEC authorized by the Commission to provide Basic Local Exchange Services in certain areas of Wisconsin. For purposes of this Agreement MEDIACOM's authorized area to provide Basic Local Exchange Service is as provided in Appendix F.

3.4 The Parties agree that all Local Traffic and ISP Bound Traffic shall be exchanged via the Interconnection Facilities described in Section 4.0 of this Agreement.

3.5 This Agreement provides for the Transport and Termination of traffic including:

3.5.1 MEDIACOM to RGTC Local Traffic and ISP Bound Traffic that is:

a. originated on the network of MEDIACOM;
b. delivered to the RGTC network over the Interconnection Facilities pursuant to this Agreement; and
c. terminated on the network of RGTC.

3.5.2 MEDIACOM to RGTC Tandem Transit Traffic that is:

a. originated on the network of MEDIACOM;
b. delivered to the RGTC network over the Interconnection Facilities pursuant to this Agreement; and
c. terminated to a third party network, listed in Appendix E.

3.5.3 RGTC to MEDIACOM Local Traffic and ISP Bound Traffic that is:

a. originated on the ILEC network of RGTC;
b. delivered to MEDIACOM over the Interconnection Facilities pursuant to this Agreement; and
c. terminated on the network of MEDIACOM.

3.5.4 RGTC to MEDIACOM Tandem Transit Traffic that is:

a. originated on a third party network listed in Appendix E.
b. delivered to RGTC for transiting from a third party network listed in Appendix E.
c. delivered to MEDIACOM over the Interconnection Facilities pursuant to this Agreement; and
d. terminated on the network of MEDIACOM.

3.5.5 Local Traffic, ISP Bound Traffic or Tandem Transit Traffic delivered by MEDIACOM through indirect Interconnection as provided in Section 4.4.

4.0 INTERCONNECTION FACILITIES

4.1 Description of Arrangements. This Agreement provides for the following Interconnection Facilities as provided in Appendix A.I, and arrangements between the networks of MEDIACOM and RGTC. Routing of traffic shall be as described in this Section, except that alternatives may be employed in the event of emergency or temporary equipment failure, as mutually agreed by the Parties.

4.1.1 The Parties will provision Interconnection Facilities, as provided in Appendix A I., with each other for the exchange of Local Traffic and ISP Bound Traffic. The Parties agree to negotiate in good faith to promptly establish and implement the terms and conditions for such an Interconnection, which terms and conditions shall be consistent with the requirements of the Act.

4.1.2 MEDIACOM is responsible for the provisioning of Transport facilities for the exchange of traffic from its network to the RGTC Blue River End Office Switch or Tandem switch. MEDIACOM may self provision facilities or lease facilities from RGTC or an alternate third party provider for the provision of Local Traffic and ISP Bound Traffic Transport. RGTC is responsible for the provisioning cost of Transport facilities for the exchange of traffic from its network to the POI on RGTC Transport facilities.

4.1.3 The Parties agree there will be a separate and distinct Trunk groups for both Local Traffic, and for ISP Bound Traffic if required by Section 5.1.

4.1.4 If MEDIACOM chooses to self provision its own Transport facilities or lease them from RGTC, or any other third party provider, the same physical facility may be used for Transport of separate dedicated Trunks for Local Traffic, ISP Bound Traffic and Tandem Transit Traffic, as mutually agreed to by the Parties.

4.1.5 Neither Party will terminate IntraLATA or InterLATA toll Switched Access traffic or originated untranslated traffic codes (e.g. 800, 888) over Local Trunks, ISP Bound Trunks, or Tandem Transit Trunks.

4.1.6 The Parties agree to establish a single Point of Interconnection per LATA for the direct exchange of Local Traffic, ISP Bound Traffic and Tandem Transit Traffic between their respective networks as described in Appendix A. The POI shall serve as the demarcation point for both Parties' operational and financial responsibilities.

4.2 Type-2A Interconnection at Blue River. A Type-2A Interconnection involves Trunk side connections to the RGTC Blue River Tandem switch. Type-2A Interconnection is a two-way service for originating and terminating traffic between Parties' respective networks.

4.2.1 A two-way Type-2A, Interconnection for Local Traffic, ISP Bound Traffic and Tandem Transit Traffic shall be ordered within thirty, (30) days of execution of this Agreement by MEDIACOM. Such Type 2A Interconnection shall be used by MEDIACOM to deliver Local Traffic, and

ISP Bound Traffic originated by MEDIACOM to RGTC's NPA-NXXs as identified in the LERG and deliver Tandem Transit Traffic to some, all or none of the third party networks with End Office Switches that subtend the Blue River Tandem. The subject third party networks that subtend the RGTC Blue River Tandem are listed in Appendix E and their associated NPA-NXXs are identified in the LERG.

4.2.2 The same two-way Type-2A Interconnection shall also be used by RGTC to deliver Local Traffic and ISP Bound Traffic to MEDIACOM's NPA-NXXs as identified in Appendix C originating from RGTC and Tandem Transit Traffic originating from a third party End Office Switches that subtend the RGTC Blue River Tandem as identified in Appendix E.

4.2.3 Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to MEDIACOM's end users shall not affect or determine: (i) the services offered by RGTC or MEDIACOM, (ii) the services provided to end users by either Party; (iii) the rate structure applied to services provided to end users by either Party; or (iv) the rates charged to end users by either Party for the services either Party provides to its end users.

4.2.4 ISP Bound Traffic. Upon receipt of notice as provide in Section 5.1, the Parties shall provision ISP Bound Trunks as provided in Appendix A.I.c.

4.2.4.1 The two-way, Type-2A ISP Bound Traffic Interconnection Trunk(s) will be used by MEDIACOM to deliver ISP Bound Traffic to the ISP provider telephone numbers as provided in Appendix D, served by RGTC.

4.2.4.2 The two-way, Type-2A ISP Bound Traffic Interconnection Trunk(s) will be used by RGTC to deliver ISP Bound Traffic to the ISP provided in Appendix D, served by MEDIACOM.

4.2.4.3 ISP Bound Traffic shall be subject to a Bill and Keep Arrangement.

4.3 Type-2B Interconnection. Type-2B Interconnection involves Trunk side connection to the RGTC Blue River End Office Switch. Type-2B facilities provide the capability to access only RGTC subscribers served by that End Office Switch, and any RGTC remote subtending that End Office Switch, as defined in Appendix C. Two-way Trunk groups may be provisioned between the RGTC End Office Switch in Blue River, Wisconsin, and the MEDIACOM switch, head end and or other similar facilities for the exchange of traffic between the Parties networks. The Point of Interconnection shall be as provided in Appendix A Section I.

4.3.1 Local Traffic.

4.3.1.1 The two-way Type-2B Local Traffic Interconnection may be used by MEDIACOM to deliver Local Traffic or ISP Bound Traffic to RGTC's NPA-NXXs listed in the LERG.

4.3.1.2 The two-way Type-2B Local Traffic Interconnection may be used by RGTC to deliver Local Traffic or ISP Bound Traffic to MEDIACOM's NPA-NXXs listed in Appendix C.

4.3.1.3 IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters identified in Section 4.6.2 are included with the traffic exchange. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP") of the originating IP-Enabled Voice Traffic shall be provided where possible. If CPN and JIP are not provided the traffic will be billed at Intrastate Access rates.

4.3.2 ISP Bound Traffic. If a Type 2B Interconnection has been established by the Parties, upon receipt of notice as provide in Section 5.1, MEDIACOM shall provision ISP Bound trunks as provided in Appendix A.I.c.

4.3.2.1 The two-way, Type-2B ISP Bound Traffic Interconnection will be used by MEDIACOM to deliver ISP Bound Traffic to the ISP provider telephone numbers as provided in Appendix D, served by RGTC.

4.3.2.2 The two-way, Type-2B ISP Bound Traffic Interconnection will be used by RGTC to deliver ISP Bound Traffic to the ISP provided in Appendix D, served by MEDIACOM.

4.3.2.3 ISP Bound Traffic shall be subject to a Bill and Keep Arrangement.

4.4 Indirect Interconnection: To the extent that MEDIACOM and a third party Tandem switch service provider have entered into or may enter into arrangements for the delivery of MEDIACOM Local Traffic and ISP Bound Traffic to RGTC for Termination to RGTC end users or Tandem Transit Traffic to end users of third party networks as provided in Appendix E, RGTC will accept this traffic subject to the compensation arrangements as provided in Appendix B.

4.4.1 MEDIACOM will be responsible for all Tandem Transit Traffic charges that are assessed on traffic, which originates on MEDIACOM's network.

4.4.2 If the traffic volumes between MEDIACOM and RGTC delivered by the third party Tandem switch service provider meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), the Parties shall within sixty (60) days meet to review the establishment of additional direct end office trunk groups, as provided in Section 4.5.

4.5 The Parties shall jointly engineer and configure Trunks over the Interconnection Facilities as follows:

4.5.1 The Parties shall jointly engineer and configure the Interconnection Facilities as a direct transmission path between the two Parties.

4.5.2 If the traffic volumes between any two (2) switches at any time exceed the centum call seconds busy hour equivalent of one (1) DS-1 (i.e. 500 busy hour centum call seconds) the Parties shall, within sixty (60) days of such occurrence, provide augmentation to the existing trunk group or establish a new direct two-way trunk group to the applicable switches consistent with the grades of service and quality parameters set for in this Agreement.

4.5.3 Only valid NXX codes served by an End Office Switch may be accessed through a direct connection to that End Office Switch.

4.5.4 If additional Trunks are required under Section 4.5.2 above, MEDIACOM shall, upon request of RGTC, provision within sixty, (60) days of such request, additional two-way trunks, if necessary, provided that neither Party can require the other Party to build or provision unnecessary trunks.

4.5.5 The End Office and Tandem switches of both Parties involved in the provision of Local Traffic and ISP Bound Traffic shall be managed in accordance with the applicable industry/Telcordia Technologies standards.

4.5.6 Based on the physical architecture and compensation arrangements that are set forth in this Agreement, each Party shall be responsible for establishing and maintaining physical facilities and logical trunking on its side of the POI to provide for the Transport and Termination of Local Traffic consistent with the standards set forth in this Agreement.

4.6 Common Channel Signaling.

4.6.1 Service Description. The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network Interconnection, in accordance with prevailing industry standards. Use of a third party provider of SS7 trunks is permitted.

4.6.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange Trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, Jurisdictional Indicator Parameter (JIP), calling party category information, originating line information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing, measuring, recording, or billing.

4.7 Mid-Span Meet. Either Party may request Interconnection through a Mid-Span Meet for the exchange of Local Traffic, ISP Bound Traffic and Tandem Transit Traffic.

4.7.1 A Mid-Span Meet is a fiber connection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface). The Mid-Span Meet is the location where one Party's facilities, provisioning, maintenance, and financial responsibility, begins and the other Party's responsibility ends.

4.7.2 If both Parties mutually agree to Interconnect pursuant to a Mid-Span Meet, MEDIACOM and RGTC shall jointly engineer and operate an OC-3 Synchronous Optical Network ("SONET") transmission system. The Parties shall interconnect their transmission and routing of Local Traffic, ISP Bound Traffic and Tandem Transit Traffic via a local channel facility at the DS1 Level. The Parties shall work jointly to determine the specific transmission system. MEDIACOM's SONET transmission equipment must be compatible with RGTC's SONET equipment.

4.7.3 MEDIACOM shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MEDIACOM End Office Switch. RGTC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the RGTC End Office Switch.

4.7.4 RGTC and MEDIACOM shall mutually designate a Mid-Span Meet within the borders of the RGTC exchange area, RGTC shall make all necessary preparations to receive, and to allow and enable MEDIACOM to deliver, fiber optic facilities into the Mid-Span Meet with sufficient spare length to reach the splice point at the Mid-Span Meet.

4.7.5 MEDIACOM shall deliver and maintain its fiber strands wholly at its own expense. RGTC shall deliver and maintain its fiber strands wholly at its own expense. Upon verbal request by MEDIACOM, RGTC shall allow MEDIACOM access to the Mid-Span Meet entry point for maintenance purposes as promptly as possible.

4.7.6 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.

4.7.7 Each Party will be responsible for providing its own transport facilities to the Mid-Span Meet.

4.7.8 The Parties will mutually agree on the appropriate sizing for the 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. MEDIACOM will order trunks in the agreed upon quantities via an Access Service Request.

5.0 COMPENSATION FOR EXCHANGE OF TRAFFIC

5.1 Local Traffic. The Parties shall assume that Local Traffic and ISP Bound Traffic routed over the direct Interconnection Facilities, originated by or terminating to the Parties' end user customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and- Keep Arrangement with respect to termination of Local Traffic and ISP Bound Traffic routed over the Interconnection Facilities. Either Party may request that a traffic study be performed no

more frequently than once every twelve months. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty (60) percent of the Parties' total terminated minutes, either Party may notify the other Party, as described in Section 15.9 of this Agreement. Upon receipt of such notice MEDIACOM will provision direct ISP Bound Traffic trunks as provided in Section 4.3.2 or 4.2.4.

5.2 Interconnection Facilities. MEDIACOM shall arrange for and maintain two-way Interconnection Facilities, consistent with the mutually agreed upon POI as provided in Appendix A, between the RGTC End Office Switch (Type-2B Interconnection as provided in Section 4.3) or Tandem switch (Type-2A Interconnection as provided in section 4.2) in Blue River, Wisconsin and the MEDIACOM switch, head end or other similar facility . Any nonrecurring and recurring cost of the two-way Interconnection Facilities between the POI as provided in Appendix A and the MEDIACOM switch will be the responsibility of MEDIACOM. Any nonrecurring and recurring cost of the two-way Interconnection Facilities between the POI as provided in Appendix A and the RGTC Blue River Tandem and the RGTC End Office Switch(es) will be the responsibility of RGTC. As provided in Appendix A III. RGTC will pay the cost of the two way Interconnection Facility from the POI to RGTC's Blue River Tandem switch and to all the RGTC End Office Switch(es).

5.3 Traffic Recording. In the event, that a traffic study is requested by either Party in accordance with Section 5.1 of this Agreement, the traffic recording and identification functions required to provide the study shall be performed by the Parties. Each Party will calculate terminating minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. The Parties agree they will, to the extent feasible, make every attempt to accurately capture and report the actual usage exchanged between them for use in calculating the amount of traffic exchanged between the Parties, routed over the Interconnection Facilities. Should actual traffic information (measured terminating minutes of use) not be available, the Parties will mutually agree, within 30 days of receipt of a request by the other Party, on a suitable alternative basis for calculating the amount of traffic exchanged which most closely approximates the actual interchanged usage, e.g. exchange of originating records.

5.4 Reciprocal Compensation

5.4.1 Reciprocal Compensation is applicable for Transport and Termination of Local Traffic and is related to the exchange of traffic described in Section 4.0, as applicable. To the extent that the Bill and Keep arrangement in Section 5.1 is not utilized by the Parties, then the Parties agree that for the purposes of billing compensation for Local Traffic, billed minutes will be based upon actual usage recorded. For indirect traffic as described in Section 4.4 records/reports provided by the transiting carrier shall be the basis for billing if actual usage records are not available. Measured usage begins when the terminating recording switch receives answer supervision from the called end user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever comes first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local

Traffic shall be based on the aggregated measured usage less traffic that is not Local Traffic.

5.4.2 Subject to the conditions and exceptions described in Sections 4.4 and 5.4.1 above and 5.4.3 below, each Party shall pay the other Party for Transport and Termination of Local Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. The charges and rates for Termination of Local Traffic shall be at the rates set forth in Appendix B of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement as described in Appendix B.

5.4.3 Neither Party will provide any compensation to the other Party for traffic associated with one-way paging services.

5.5 Prior to provisioning the Interconnection Facilities as provided in Appendix A, MEDIACOM shall pay RGTC the CLEC Account Establishment charge as provided in Appendix B. The CLEC Account Establishment charge is a one-time only non-recurring charge applied the first time MEDIACOM orders any service under this Agreement. For avoidance of doubt, the charge authorized by this provision will be assessed only one time upon MEDIACOM, and will not be assessed each time that RGTC determines that MEDIACOM orders a new or different service from RGTC.

5.6 Transit Traffic: The Tandem Transit Charge as described in Appendix B IV.a, is applicable for all traffic routed to the RGTC Blue River Tandem switch which terminates to a third party network End Office Switch as identified in Appendix E. For purpose of billing compensation for Tandem Transit Charges all minutes will be based upon actual usage recorded. The Parties will mutually agree on estimated usages records if actual usage is not available for a period. The party that originates the Tandem Transit Traffic routed to the RGTC Blue River Tandem shall be solely responsible for all charges and billing compensation for Tandem Transit services provided by RGTC.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both MEDIACOM and RGTC shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 The Parties shall exchange good faith, non-binding technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic Termination.

7.3 Sixty, (60) days prior to requesting additional two-way direct Trunk(s), MEDIACOM will provide RGTC with a six (6) month calendar month, non-binding forecast of its Trunking requirements. Additional forecasting, of Trunking requirements will be provided by MEDIACOM to RGTC as mutually agreed to by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.4 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

7.5 Neither Party shall use any of the Interconnection Facilities provided in this Agreement in any manner that prevents other Party from using their service or destroys the normal quality of service to other Party or to either Party's end users. Subject to the dispute resolution provisions of Section 14, which shall deem to include notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.6 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the circuits, facilities or equipment of the other Party shall not interfere with or impair service over any circuits, facilities or equipment of the other Party, its Affiliate companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's circuits, facilities or equipment, impair the privacy of any communications carried over the circuits, facilities or equipment or create hazards to the employees of the other Party, its Affiliate companies, or its connecting and concurring carriers or the public.

7.7 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstance. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.8 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

7.9 Each Party is responsible for administering NXX codes assigned to it.

7.10 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier (CLLI) codes assigned to its switches.

7.11 Each Party shall use the LERG published by Telcordia Technologies, or its successor, for obtaining route information and shall provide all required information to Telcordia Technologies for maintaining the LERG in a timely manner.

7.12 Each Party shall program and update its End Office Switches, Tandems and network systems to recognize and route traffic to NXX codes assigned within the Mandatory Local Calling Scope to the other Party. All updates and network programming activities necessary to activate new NXX codes shall be completed by the time in which the code becomes effective in the LERG. In extraordinary circumstances, and after notice to the other Party, either Party may seek an additional forty-eight (48) hours to complete such tasks. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

7.13 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury and property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of Section 14, the initial term ("Initial Term") of this Agreement shall be for three (3) years, which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term (as described below) to the effect that such Party intends to terminate this Agreement with or without cause, this Agreement shall automatically renew for an additional one year term ("Renewal Term"). In the event such notice of termination is provided, and either Party requests in good faith to negotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred sixty (160) calendar days following the date of termination, whichever is earlier, unless either Party petitions for arbitration and requests that the term of this Agreement continue until the arbitrated agreement becomes effective.

8.2 Upon termination or expiration of this Agreement in accordance with this section:

(a) each Party shall promptly pay all remaining amounts (including any late payment changes) owed under this Agreement;

(b) each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement, for a period of three years.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

10.1.1 Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

10.1.2 Any claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of the Indemnifying Party's end users; and

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

10.1.4 Any loss arising from such Indemnifying Party's failure to comply with Applicable Law, including the Act or applicable FCC or Commission rule, regulation or order.

10.2 Indemnification Procedures. Whenever a claim for indemnification arises under this Section, the Indemnified Party, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the claim. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim or loss. The Indemnifying Party will have the right to defend against such claim in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such claim or loss, the Indemnified Party will defend such claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved

such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

11.0 LIMITATION OF LIABILITY

11.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such Party. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

11.2 Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

11.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a Party's obligation under Section 10 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorney's fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct in no event, other than an obligation to make payments hereunder or to indemnify pursuant to Section 10, will either Party's liability to the other be greater than six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.

11.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or

negligence including, without limitation, acts of nature, acts of civil or military authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure, volcanic action, other major environmental disturbances, unusually severe weather conditions, (individually or collectively a "Force Majeure Event")

11.4.1 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to the Section: (i) by the acts or omissions of a Party's subcontractors, material, men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g. disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

12.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

13.0 REGULATORY APPROVAL

13.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. MEDIACOM authorizes RGTC to file a copy of this Agreement with the Commission on MEDIACOM'S behalf. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section

252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

13.2 Regulatory Changes. Notwithstanding any provisions in this Agreement to the contrary, if any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and unappealable) to the other Party require that the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If such provisions are not renegotiated within sixty, (60) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act. Except as otherwise provided for in this section 13.2, neither Party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

14.0 DISPUTE ESCALATION AND RESOLUTION

14.1 Procedures. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 14.0. In the event of a dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall within five (5) business days from the written request appoint a designated representative who has the authority to settle the Dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

14.2 Billing and Payment; Disputed Amounts

14.2.1 RGTC and MEDIACOM shall invoice each other on a monthly basis. Both RGTC and MEDIACOM shall pay any invoice, in immediately available U.S. funds, within thirty, (30) days from the date of the invoice. Except as provided herein, there shall be no netting of the amounts due hereunder against any other amount owed by either Party to the other Party.

14.2.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the Billing Party under this Agreement. And the Billed Party shall not be entitled to dispute the Billings Party's statement(s) based on such Party's failure to submit them in a timely fashion. Neither Party will bill the other party for previously unbilled charges for Services provided for more than one year prior to the current billing date.

14.2.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

14.2.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after the delivery to the Billing Party of the notice of the Disputed Amounts, then either Party may implement the procedures as provided in Section 14.1.

14.2.5 The Parties agree that all negotiations pursuant to this subsection 14.2 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

14.3 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments in accordance with this Agreement.

15.0 MISCELLANEOUS

15.1 Authorization

15.1.1 RGTC is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

15.1.2 MEDIACOM is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full

power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

15.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

15.3 Independent Contractors. Neither this Agreement, nor any actions taken by MEDIACOM or RGTC, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by MEDIACOM or RGTC in compliance with this Agreement, shall create a contractual, agency or any other type of relationship or third party liability between MEDIACOM and RGTC end users or others.

15.4 Confidentiality

15.4.1 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, 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 marked "Confidential" or "Proprietary" or by 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, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have need for it in connection with the provision of services required to fulfill this Agreement and shall be used 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 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 only in accordance with Section 15.4.2 of this Agreement.

15.4.2 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 seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party's efforts to obtain any protective relief, which such Disclosing Party chooses to obtain.

15.4.3 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. Proprietary Information required, to be returned does not include invoices and supporting detail relating to charges for the exchange of traffic.

15.4.4 The obligation of confidentiality and use with respect to Proprietary Information disclosed by one Party to the other shall, survive any termination of this Agreement.

15.5 Governing Law. This Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions and to applicable state and federal law.

15.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, 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 timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

15.7 Non-Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, 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 which consent will not be reasonably withheld; provided that either 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 by providing 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 shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

15.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a

continuing or future waiver of such term, condition, right or privilege. RGTC is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC 251(f). This Agreement does not affect, and RGTC does not waive, any rights including, but not limited to, the rights afforded RGTC under 47 USC 251 (f).

15.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

To:
Bradley W. Welp, General Manager
Richland-Grant Telephone Cooperative, Inc.
202 North East Street
P.O. Box 67
Blue River, Wisconsin 53518
Telephone Number 608-537-2461
Fax Number 608-537-2222

With a copy to:
Lori Thomas
Richland-Grant Telephone Cooperative, Inc.
202 North East Street
P.O. Box 67
Blue River, Wisconsin 53518
Telephone Number 608-537-2461
Fax Number 608-537-2222

And:
Michael L. Theis
Theis Communications Consulting, LLC
7633 Ganser Way Ste. 202
Madison, Wisconsin 53719
Telephone Number 608-829-0271
Fax Number 608-829-1754

To:
MEDIACOM Communications
Corporate Telephony-Carrier Relations
1 Mediacom Way
Mediacom Park, NY 10918
Telephone Number 845-443-2600
Fax Number 845-698-4079

With a copy to:
MEDIACOM Communications
Senior Director of Voice Service Operations
1 Mediacom Way

Mediacom Park, NY 10918
Telephone Number 845-419-6356
Fax Number 845-698-4079

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

15.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without prior written consent.

15.11 Compliance with Law. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

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

15.13 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15.14 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide to the other Party written notice at least ninety, (90) days prior to the incorporation of any upgrade in its network, which will materially impact exchange of traffic between the Parties over the Interconnection Facilities. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

15.15 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party as stated in Section 13.2.

15.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15.17 Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by Applicable Law.

15.18 Entire Agreement. This Agreement and any Appendices, tariffs and other documents or instruments referred to herein constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified, by a writing signed by an authorized representative of each Party.

15.19 Miscellaneous. By entering into this Agreement RGTC does not concede that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 USC 251(c), nor does RGTC waive, or is estopped from asserting, any rural exemption that it may have under 47 USC 251 (f). This Agreement is for the exchange of traffic, not interconnection of RGTC and MEDIACOM as competing service providers.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Richland-Grant Telephone Cooperative, Inc.

By: Bradley W Welp

Date: 1/29/14

Printed: Bradley W. Welp

Title: CEO

MCC TELEPHONY OF THE MIDWEST, LLC

By:

Date: 1/28/14

Printed: Daniel P Templin

Title: President

Appendix A

Schedule of Interconnection Facilities

I. Interconnection Trunks and Facilities

a. Type-2A or Type 2B. MEDIACOM shall arrange for and maintain direct Interconnection Trunks between the RGTC End Office Switch (Type-2B Interconnection as described in Section 4.3) or Tandem switch (Type-2A Interconnection as described in Section 4.2) in Blue River, Wisconsin and the MEDIACOM switch, head end or other similar facility.

b. Point of Interconnection For the exchange of Local Traffic, ISP Bound Traffic and Tandem Transit Traffic in accordance with this Agreement, the Parties agree to initially connect twenty-four (24) Trunks using one (1) DS-1. On RGTC's side of the POI, the DS-1 will be provisioned over RGTC facilities between the RGTC Blue River End Office Switch and/or Tandem switch and the POI. On MEDIACOM's side of the POI, the DS-1 will be provisioned over MEDIACOM facilities between the POI and MEDIACOM's switch, head end or other similar facility. The POI will be at the RGTC exchange boundary using RGTC facilities and CenturyLink facilities of the Boscobel, Wisconsin rate center located at the V and H coordinates: V5920, H4028.

c. Point of Interconnection For the exchange of ISP Bound Traffic in accordance with this Agreement if separate Interconnection Facilities are required for ISP Bound Traffic pursuant to Section 5.1, the Parties agree to connect twenty-four (24) Trunks using one (1) DS-1. On RGTC's side of the POI, the DS-1 will be provisioned over RGTC facilities between the Blue River End Office Switch and/or Tandem Switch and the POI. On MEDIACOM's side of the POI, the DS-1 will provisioned over MEDIACOM facilities between the POI and MEDIACOM's switch, head end or other similar facility. The POI will be at the RGTC exchange boundary using RGTC facilities and CenturyLink facilities of the Boscobel, Wisconsin rate center located at the V and H coordinates: V5920; H4028.

d. The same physical facilities may be used for separate dedicated Trunks for Local Traffic, ISP Bound Traffic and Tandem Transit Traffic.

II. Dedicated Facilities and Services

Per Applicable RGTC Access Tariff.

III. Cost Obligations for Interconnection Facilities

a. RGTC shall be responsible for 100.0% of the Interconnection Facilities, on its facilities, from the POI to the RGTC's Blue River Tandem and to all of its End Office Switch(es).

b. MEDIACOM shall be responsible for 100.00% of the Interconnection Facilities from the Point(s) of Interconnection to the MEDIACOM switch, head end or other similar facility.

Appendix B

Schedule of Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Local Traffic, ISP Bound Traffic and Tandem Transit Traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement.

I. Rates for Transport and Termination End Office Switching

a. Direct or Indirect End Office Switching rate: $.030

b. These rates are reciprocal and symmetrical for Local Traffic exchanged between RGTC and MEDIACOM and apply for all Local Traffic MOUs.

II. Dedicated Facilities and Services Per Applicable RGTC Tariff

III. CLEC Account Establishment Charge $750

IV. Traffic Charges:

a. Tandem Transit Charge:
Per minute $.0055

The Tandem Transit Charge is applicable for all MEDIACOM originating traffic routed to the RGTC Blue River Tandem switch, which terminates to a third party network subtending the Blue River Tandem switch as listed in Appendix E. MEDIACOM also assumes responsibility for compensation to the third party that terminates the MEDIACOM originated traffic.

Appendix C

Exchanges and NPA/NXX's

I. Richland-Grant Telephone Cooperative, Inc.

Rate Center	NPA/NXX	Applicable EAS/ECC Rate Center
Blue River	608-537	Boscobel/Fennimore
Boaz	608-536	Muscoda
Gays Mills	608-735	Boscobel

II. MEDIACOM NPA/NXXs

Rate Center	NPA/NXX
Boscobel	608-391-3XXX
Muscoda	608-739-5XXX
Fennimore	608-822-9XXX

Appendix D

Internet Service Providers Telephone Numbers

I) Richland-Grant Telephone Cooperative, Inc.

Internet Service Provider	Telephone Number

If a specific trunk group is provisioned pursuant to Section 4.2.4 or 4.3.2 and Section 5.1 herein the Parties agree to identify these ISPs and associated numbers here.

II) MEDIACOM

Internet Service Provider	Telephone Number

If a specific trunk group is provisioned pursuant to Section 4.2.4 or 4.3.2 and Section 5.1 herein the Parties agree to identify these ISPs and associated numbers here.

Appendix E

Networks with Arrangements with RGTC for Tandem Switch Service

Locality

I. Tech Com, Inc.

II LaValle Telephone Cooperative, Inc.

III Reedsburg Utility Commission

IV Cochrane Cooperative Telephone Company

V Vernon Telephone Cooperative, Inc.

If MEDIACOM exchanges traffic indirectly with any one or more of the third party carriers listed in this Appendix E utilizing the RGTC Blue River Tandem switch, MEDIACOM will negotiate, and have filed with the Commission an exchange of traffic agreement or amend any existing agreement with any such third party carriers, prior to the termination of Tandem Transit Traffic via an indirect Interconnection utilizing RGTC Blue River Tandem for Tandem Transit service. RGTC will charge for and collect all fees and charges for Tandem Transit Traffic service and Tandem Traffic Charges solely from each of the third party carriers included in the Appendix E for the Local Traffic and ISP Bound Traffic originated by such carrier.

The third party networks listed above includes all of the Telecommunications Carriers that presently subtend the RGTC Blue River Tandem switch applicable to this Agreement. When there are additions or deletions to the list above, the Parties agree to provide an updated Appendix E with the change executed by both Parties and made part of this Agreement.

Appendix F

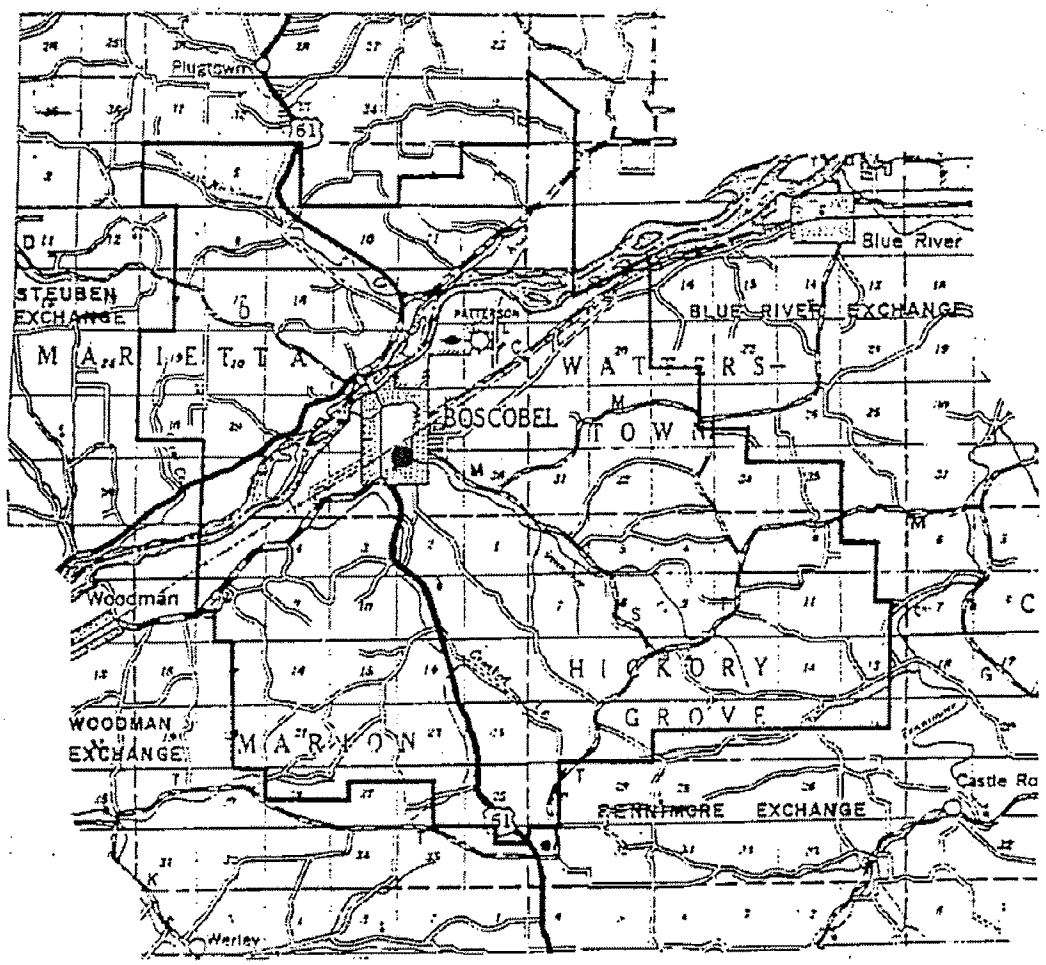
MEDIACOM Exchange Area Boundary Maps

Boscobel, WI

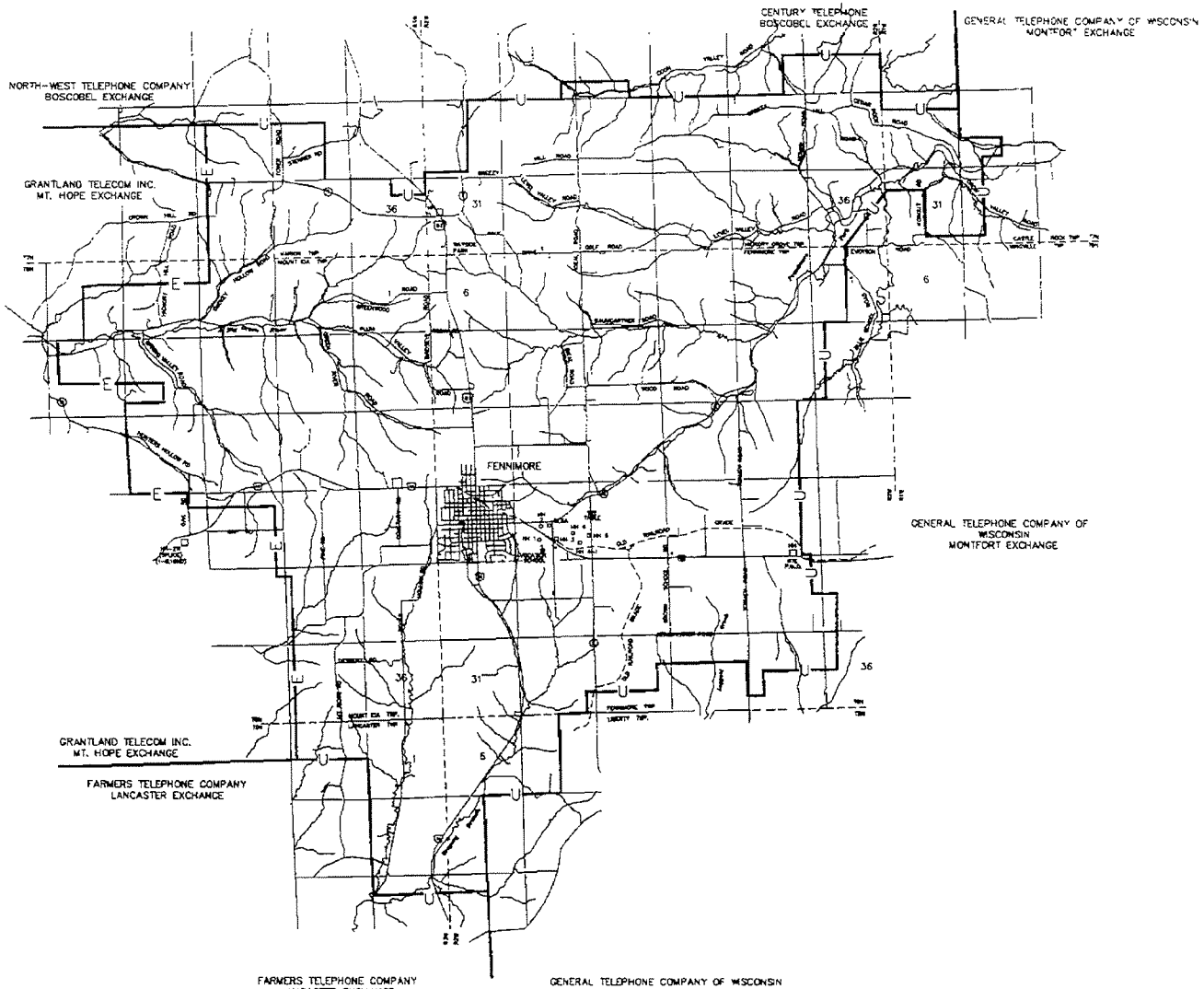
Fennimore, WI

Muscoda, WI

BOSCOBEL EXCHANGE MAP



● Central Office
Exchange Area Boundary Line
Switched Company Boundary Line
Open Territory
Present Customer in Foreign Territory
Town Line
Distance of Boundary Line Less Than 1/4 Mile
From Highway Or Section Line Indicated In Feet



FENNIMORE EXCHANGE = 70.42 SQUARE MILES

GRANTLAND TELECOM
FENNIMORE EXCHANGE
KEY MAP

DRAWN BY:
CHECKED BY:
DATE:
FILE:

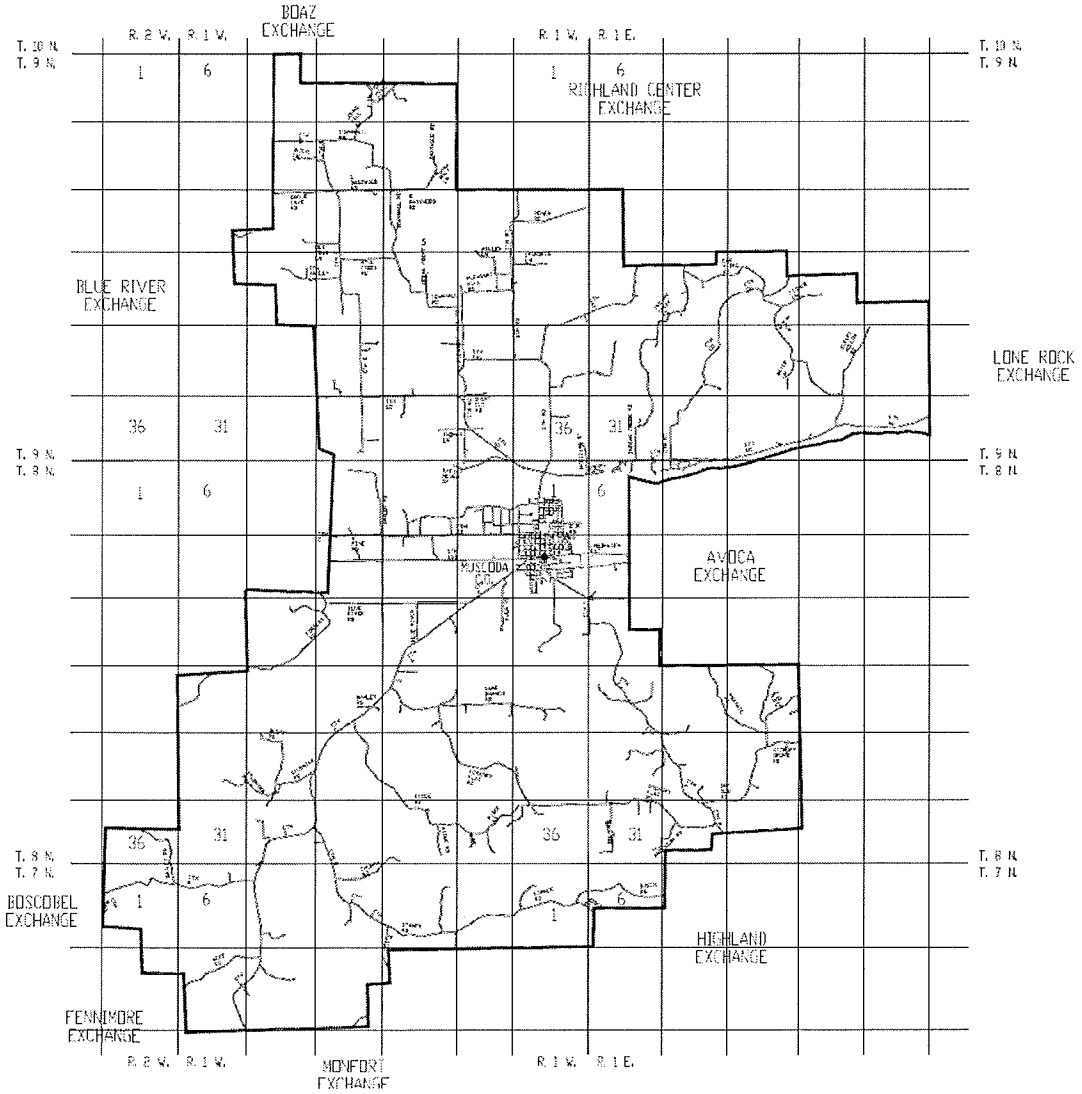
1

CenturyTel of Central Wisconsin, LLC
Muscoda Exchange
Counties – Grant, Iowa, Richland

P.S.C. of Wis. Number 2
Original Sheet Number 49
Amendment Number 652

BASE RATE AND EXCHANGE AREA BOUNDARY MAP

MUSCODA, WISCONSIN



Effective Date: 11/1/2008