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MCNAIR
ATTORNEYS

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September 8, 2017

Ms. Jocelyn Boyd
Chief Clerk and Administrator
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Interconnection Agreement Between Palmetto Rural Telephone Cooperative, Inc. and South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications

Dear Ms. Boyd:

Enclosed for filing please find an Interconnection Agreement between Palmetto Rural Telephone Cooperative, Inc. and South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications.

Thank you for your assistance.

Sincerely,

McNAIR LAW FIRM, P.A.

Margaret M. Fox

Margaret M. Fox

MMF:khh

Attachment

cc: Christopher Rozycki , ORS
Jeffrey M. Nelson, ORS
Mike Baldwin
Dewaine Wilson

McNAIR LAW FIRM, P.A.
1221 Main Street
Suite 1800
Columbia, SC 29201

Mailing Address
Post Office Box 11390
Columbia, SC 29211

mcnair.net

INTERCONNECTION AGREEMENT

GENERAL TERMS AND CONDITIONS

BETWEEN

Palmetto Rural Telephone Cooperative, Inc.

AND

South Carolina Telecommunications Group Holdings, LLC
d/b/a Spirit Communications

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GLOSSARY

ATTACHMENTS

- Interconnection Attachment
- Local Number Portability Attachment
- Ancillary Services Attachment
- Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment
- Pricing Attachment

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AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 1st day of September, 2017 (the "Effective Date"), by and between South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications ("Spirit") with offices at 1500 Hampton Street, Columbia SC 29201 and Palmetto Rural Telephone Cooperative, Inc. ("ILEC") with offices at 2471 Jefferies Highway, Walterboro, SC 29488-1577. This Agreement may refer to either ILEC or Spirit or both as a "Party" or "Parties."

WITNESSETH

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

WHEREAS, Spirit is or seeks to become a competitive local exchange telecommunications company authorized to provide telecommunications services in the state of South Carolina;

WHEREAS, Spirit has made a request for services under Sections 251(a) and (b) of the Telecommunications Act of 1996 ("the Act"), and has clarified that it is not seeking services under Section 251(c) of the Act; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to the Act.

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

1. PURPOSE

1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under the Act.

1.2 ILEC has no obligation to establish interconnection service arrangements to enable Spirit to exchange solely non-telecommunications traffic or to act in any capacity other than as a common carrier. Spirit agrees that it is requesting and will use this arrangement for the primary purpose of exchanging Non-Access Telecommunications Traffic as defined in 47 C.F.R. § 51.701(b) and that any exchange of traffic including Information Service traffic or VoIP traffic that is other than Non-Access Telecommunications Traffic will be incidental to the Parties' exchange of Non-Access Telecommunications Traffic. The FCC has not determined whether VoIP-PSTN Traffic is a Telecommunications Service or an Information Service. For the purposes of this Agreement, VoIP-PSTN Traffic must meet the definition of Local/EAS Traffic to be treated as such and any traffic outside the definition of Local/EAS shall be treated as Toll Traffic. If the FCC determines that VoIP service is other than Telecommunications Service and VoIP-PSTN Traffic is exchanged under this Agreement, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in

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law provisions of Section 28 of the General Terms and Conditions of this Agreement.

1.3 Spirit agrees that it seeks interconnection and will use this arrangement for the primary purpose of exchanging Local/EAS Traffic and that any exchange of Toll Traffic will be subject to the appropriate terms and conditions of each Party's access tariffs.

1.4 Spirit or ILEC may provide services, including but not limited to interconnection and numbering services, to a Retail Provider. The provision of such services does not diminish any obligations of the Spirit or ILEC pursuant to section 251 and 252, nor does it diminish any of the responsibilities of Spirit or ILEC with respect to its Retail Providers, as provided in this Agreement.

1.5 Spirit represents and warrants with respect to all tariffed services for which this Interconnection Agreement is sought, that Spirit will (i) offer such services to all potential users indifferently; (ii) will allow customers to transmit information of the customer's own design and choosing; and (iii) that Spirit will be operating as a common carrier with respect to its interconnection with ILEC.

1.6 Without limiting the generality of the foregoing, Spirit covenants, represents and warrants that tariffed services which will be provided with respect to this Agreement will be available to ILEC and ILEC affiliates and any other Retail Provider on a non-discriminatory basis.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall be three years ("Initial Term"), beginning on the above Effective Date and shall apply to the State of South Carolina. If, as of the expiration of this Agreement, a subsequent agreement has not been executed by the Parties, this Agreement shall automatically renew for successive one-year periods, unless, not less than one hundred twenty (120) days prior to the end of the Initial Term or any renewal term, either Party notifies the other Party of its intent to renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a subsequent agreement becomes effective. If the Parties cease the exchange of traffic, then either Party may provide thirty (30) days written notice and the Parties may mutually agree to terminate this Agreement.

3. TERMINATION OF THE AGREEMENT

3.1 Termination Upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default or invoke the dispute resolution pursuant to Section 13 within twenty (20) calendar days of receipt of written notice thereof. Default is defined to include:

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3.1.1 A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

3.1.2 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Agreement.

3.1.3 Notwithstanding the above, ILEC may terminate this Agreement if Spirit is more than 30 days past due on any undisputed payment obligation under this Agreement; provided that ILEC notifies Spirit of such default and Spirit does not cure the default or initiate the dispute resolution procedure within thirty (30) days of receipt of written notice to person designated in contract to receive billing default notices with a copy of the bill attached. Each Party will provide updates to the other Party to its billing contact information contained in Section 26.

3.1.4 Spirit is adjudicated to not be a Telecommunications Carrier under the Act.

3.1.5 Spirit is adjudicated to not be a common carrier by the Commission or a court of competent jurisdiction.

3.2 Termination Upon Ordering and Implementation Inactivity

Notwithstanding anything to the contrary contained herein, ILEC may terminate this Agreement in the event Spirit has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to Spirit customers within one (1) year from the Effective Date of this Agreement.

3.3 Liability Upon Termination

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

4. CONTACT EXCHANGE

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

5. AMENDMENTS

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

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6. 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. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. 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, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need. 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 unreasonably withheld, conditioned or delayed; provided that either Party may assign this Agreement to an Affiliate 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. Except as provided above, the effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. 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.

7. AUTHORITY

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

8. RESPONSIBILITY FOR PAYMENT

The Parties will render to each other monthly bill(s) for interconnection and facilities provided hereunder at the rates set forth in the Pricing Attachment of this Agreement. Each Party shall pay bills in accordance with terms of this Agreement. In the event that a Party defaults on its payment obligation to the other Party, the other Party's obligation to provide service to the defaulting Party will be terminated under this Agreement, and any security deposits held will be applied to the outstanding balance owed by the defaulting Party to the billing Party.

8.1 Deposits

ILEC, at its discretion may require Spirit to provide ILEC a security deposit to ensure payment of Spirit's account. The security deposit must be an amount equal to two (2) months anticipated charges (including, but not limited to, recurring, non-recurring, termination charges and advance payments), as reasonably determined by ILEC, for interconnection or any other functions, facilities, products or services to be furnished by ILEC under this Agreement.

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8.1.1 Such security deposit shall be a letter of credit or a cash deposit or other form of security acceptable to ILEC. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

8.1.2 If a security deposit is required, such security deposit may be required prior to the activation of service, or at a later time if Spirit develops a record of late payments.

8.1.3 The fact that a security deposit has been provided in no way relieves Spirit from complying with ILEC's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ILEC providing for the discontinuance of service for non-payment of any sums due ILEC.

8.1.4 ILEC reserves the right to increase the security deposit amounts when gross monthly billing has increased beyond the level initially used to determine the security deposit but shall not exceed two months' anticipated charges.

8.1.5 In the event that Spirit is in breach of this Agreement, service to Spirit may be terminated by ILEC pursuant to Section 3 of the General Terms and Conditions, any security deposits applied to its account and ILEC may pursue any other remedies available at law or equity.

8.1.6 In the case of a cash deposit, interest at a rate not less than that prescribed by the Commission shall be paid to Spirit during the possession of the security deposit by ILEC. Interest on a security deposit shall accrue annually and, if requested, shall be annually credit to Spirit by the accrual date.

8.2 ILEC may, but is not obligated to, draw on the cash deposit, as applicable, upon the occurrence of any one of the following events:

8.2.1 Spirit admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, wind-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or, is subject to a receivership or similar proceeding; or

8.2.2 The expiration or termination of this Agreement.

9. BILLING AND PAYMENT

9.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill the other Party on a monthly basis all applicable charges set forth

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in the Pricing Attachment to this Agreement. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill receipt date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the prior business day. Neither Party shall back-bill the other Party for services that predate this Agreement or for services provided under this Agreement that are more than twelve (12) months old, or provided before the applicable Federal or State statute of limitations, whichever is longer. If a Party fails to bill for a service within 12 months of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

9.2 Billing Disputes Related to Unpaid Amounts:

9.2.1 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 written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") 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. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the non-prevailing party shall pay the disputed amounts with interest 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 South Carolina's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than 30 days past due, provided the Billing Party gives an additional 30 days' written notice and opportunity to cure the default.

9.2.2 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 South Carolina's applicable law.

9.2.3 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.3 Disputes of Paid Amounts

If any portion of an amount paid to a Party under this Agreement is subject to a bona fide dispute between the Parties ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one year after the receipt of a bill containing the disputed amount that has been paid by the Billed

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Party ("Notice Period"), or within the applicable statute of limitations, whichever is longer. If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligation to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party.

9.4 Audits:

9.4.1 Either Party may conduct an audit of the other Party's relevant books, records and other documents pertaining to the traffic exchanged and bills rendered under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data, and invoicing in accordance with this Agreement provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued. Any audit shall be performed as follows: (i) following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. The review will consist of an examination and verification of data involving usage data, records, systems, procedures and other information related to the traffic delivered or services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required.

9.4.2 The relevant books, records and other documents include, but are not limited to, usage data, source data, traffic reports and associated data and other information and documents in accordance with this Agreement. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof subject to the conditions in 9.4.1 above.

9.4.3 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees, subcontractors and other agents and books, records and other documents reasonably necessary to assess the accuracy of the Party's billings, data and invoices. With respect to authorized Retail Providers, such as traffic associated with the Spirit-Retail Provider Arrangement, during an audit Spirit will obtain and provide access to call detail records reasonably necessary to assess the accuracy of the data applicable to that traffic.

9.5 Recording:

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard automatic message accounting records made within each Party's network. The records shall

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contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, including the JIP and originating signaling information, the provision of JIP being where it is technologically and economically feasible as defined by not being a barrier to entry. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

10. COMPLIANCE WITH LAWS AND REGULATIONS

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

11. CONFIDENTIAL INFORMATION

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

11.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party

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chooses to obtain. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this section 11.2 and protective relief has not been obtained by the Disclosing Party.

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

12. FRAUD

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's end-user customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other. Spirit expressly assumes responsibility, as between Spirit and ILEC, and agrees to reimburse and make whole ILEC for damages incurred by ILEC due to (i) fraud committed by Retail Providers contracting, directly or indirectly, with Spirit to utilize the interconnection hereby established; (ii) fraud permitted by Retail Providers contracting, directly or indirectly, with Spirit to utilize the interconnection hereby established which, with the use of reasonable diligence and attentiveness and existing technology currently deployed, could have been prevented; and (iii) any fraud committed or caused by any End User Customer of such Retail Provider.

13. DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.1 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and

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correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

13.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within forty-five (45) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration before the Commission. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the arbitration.

13.3 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 payment obligations including making payments in accordance with this Agreement.

14. ENTIRE AGREEMENT

14.1 This Agreement and applicable attachments, constitute the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

14.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda.

15. EXPENSES

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

16. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government

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regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Condition"). If any Force Majeure Condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Condition. During the pendency of the Force Majeure Condition, the duties of the Parties under this Agreement affected by the Force Majeure Condition shall be abated and shall resume without liability thereafter.

17. GOOD FAITH PERFORMANCE

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

18. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

19. HEADINGS

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

20. INDEPENDENT CONTRACTOR RELATIONSHIP

Neither this Agreement, nor any actions taken by Spirit or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Spirit and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Spirit or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Spirit and ILEC End Users, Customers, or others.

21. LAW ENFORCEMENT INTERFACE

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

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

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22. LIABILITY, INDEMNITY, AND INSURANCE

22.1 DISCLAIMER

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

22.2 INDEMNIFICATION

22.2.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim, lawsuit, liability, damage, and expense (including reasonable attorney's fees) to customers of the Indemnifying Party or its Retail Providers and other third parties (collectively "Claims") for:

(1) damage to tangible personal property or for bodily injury (including death) proximately caused by the gross negligence or willful misconduct of the Indemnifying Party, or its Retail Provider customers, its employees, agents or contractors; and

(2) claims for libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party's facilities by the Indemnifying Party, its Retail Provider customers, or End User Customers of either the Indemnifying Party or its Retail Provider customers.

(3) Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in Section 22.3.3 of this Agreement.

22.2.2 A Party's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of or in connection with the gross negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

22.2.3 In addition to the indemnities above, Spirit shall indemnify and hold harmless ILEC from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") caused to ILEC by any Retail Provider or other third party contracting, directly or indirectly, with Spirit for use of the services provided by this Agreement, or otherwise using Spirit to deliver traffic to or receive traffic from ILEC's facilities,

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including claims resulting from rate arbitrage, phantom traffic, or failure to provide valid, accurate and complete CPN on all traffic subject to this Agreement so that ILEC is compensated in full for such exchanged traffic in accordance with the terms of this Agreement. ILEC will notify Spirit of information it has received or discovered which appear to trigger this indemnity obligation and provide back-up to support its concerns. Spirit will have thirty (30) days to respond to such concerns, and, to the extent such claims are shown to be valid, shall reimburse ILEC promptly for all loss incurred by ILEC. In addition, Spirit shall take reasonable immediate steps to prevent future problems from the offending Retail Provider(s) to the extent they can be identified.

22.2.4 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such Claim.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense or settlement of the tendered Claim, then the Indemnified Party may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.

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

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

22.3 Limitation of Liability

22.3.1 Except for a Party's indemnification obligations under Section 22.2, and Spirit's responsibilities for actions and traffic of its Retail Provider customers as specified in other provisions of this Agreement, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

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22.3.2 Except for a Party's indemnification obligations under Section 22.2, and Spirit's responsibilities for actions and traffic of its Retail Provider customers as specified in other provisions of this Agreement, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3 Except for a Party's indemnification obligations under Section 22.2, and Spirit's responsibilities for actions and traffic of its Retail Provider customers as specified in other provisions of this Agreement, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages, except to the extent that such damages are caused by the Party's gross negligence or willful misconduct

22.4 Insurance

Each Party will maintain any insurance, self-insurance or bonds with coverages as to comply with federal and local laws.

22.5 Intellectual Property

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

23. JOINT WORK PRODUCT

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

24. MULTIPLE COUNTERPARTS

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

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25. NO THIRD PARTY BENEFICIARIES

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

26. 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 overnight express delivery service; or (iii) mailed, certified mail, return receipt to the following addresses of the Parties:

To: ILEC	To: Spirit
Jason Dandridge, CEO Palmetto Rural Telephone Cooperative, Inc. 2471 Jefferies Hwy. P.O. Drawer 1577 Walterboro, SC 29488-1577 Phone: 843-538-2020 Fax: 843-538-7904	Michael D. Baldwin Spirit Communications 1500 Hampton Street Columbia, SC 29201 803-726-4053
With a copy to: Valerie Ancrum, Regulatory Affairs Manager Palmetto Rural Telephone Cooperative, Inc. 2471 Jefferies Hwy. P.O. Drawer 1577 Walterboro, SC 29488-1577 Phone: 843-538-9383	With a copy to: Amanda Folk Spirit Communications 1500 Hampton Street Columbia, SC 29201 803-726-3627

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; or (iii) five (5) days after mailing in the case of certified U.S. mail.

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27. IMPAIRMENT OF SERVICE

The characteristics and methods of operation of any circuits, facilities or equipment of a Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the other Party's facilities or create hazards to the employees of the other party or to the public (each hereinafter referred to as an "Impairment of Service").

28. CHANGE IN LAW

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Telecommunications Act of 1996 and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Telecommunications Act of 1996, any effective legislative action or any effective, final regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Telecommunications Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, to the extent permitted or required, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

29. REGULATORY APPROVAL

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

30. TAXES AND FEES

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party expressly is permitted by law to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or

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income, corporate property taxes or payroll taxes. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide in a timely manner such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party. If either party is audited by a taxing authority or other governmental authority, the other party agrees to reasonably cooperate with the party being audited.

31. TRADEMARKS AND TRADE NAMES

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

32. NON-WAIVER

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.

33. REFERENCED DOCUMENTS

Except where such handbooks/documents/web information (a) conflicts with contract language; (b) adds charges not covered in this Agreement's Pricing Attachment; (c) establishes unreasonable restrictions or demands or (d) conflicts with applicable law, each Party will use the other's operational handbooks or web-based procedures for interacting with one another (e.g. placing orders, handling maintenance issues, obtaining customer information). If provisions in or changes to the operational handbooks or web-based procedures of one Party cause significant modifications to the other Party's ("Disputing Party") processes or are outside normal industry practice, the Disputing Party may raise the concern with the Party whose procedures have changed. The Parties agree to discuss options for minimizing the impact of the change on the Disputing Party and implementing such options if appropriate. Adherence by a Party to a provision of the other Party's handbooks or procedures shall not constitute a waiver of the right to object to such provision, or to pursue the dispute resolution process regarding such provision.

34. RETAIL PROVIDER BUSINESS ARRANGEMENTS

Spirit will be financially responsible for all traffic sent to ILEC under such business arrangements with its Retail Provider. Spirit may not use this Agreement to provide interconnection services to a Retail Provider that is a CMRS carrier unless such traffic cannot be separated from Local/EAS Traffic through reasonable network management practices.

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

Palmetto Rural Telephone Cooperative, Inc.	**South Carolina Telecommunications Group Holdings, LLC d/b/a Spirit Communications**
By:	By:
Name: Jason Dandridge	Name: Michael D. Baldwin
Title: CEO	Title: VP, Business & Legal Affairs
Date: 9-1-17	Date: 9-1-17

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GLOSSARY

1. General Rule

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

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

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

2.2 ACT.

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

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

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

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

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

2.6 CALLING PARTY NUMBER (CPN).

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

2.7 CENTRAL OFFICE.

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

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2.8 CENTRAL OFFICE SWITCH.

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

2.9 CHARGED NUMBER.

The Charged Number is the billing number of the end user that is billed for the call.

2.10 COMMISSION.

Means the South Carolina Public Service Commission.

2.11 COMMON CHANNEL SIGNALING (CCS).

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

2.12 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

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

2.13 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

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

2.14 DIGITAL SIGNAL LEVEL 1 (DS1).

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

2.15 DIGITAL SIGNAL LEVEL 3 (DS3).

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

2.16 END OFFICE SWITCH OR END OFFICE.

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

2.17 END USER CUSTOMER.

The residence or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties using its own or leased network facilities or by a Retail Provider.

2.18 END USER CUSTOMER LOCATION.

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

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2.19 EXCHANGE AREA.

Means the geographic area that has been identified by ILEC for its provision of Telephone Exchange Service.

2.20 FCC.

The Federal Communications Commission.

2.21 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

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

2.22 INFORMATION SERVICE.

The term shall be as defined in the Act. 47 U.S.C. §153(20)

2.23 INTEREXCHANGE CARRIER (IXC).

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

2.24 INTERLATA TRAFFIC.

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

2.25 INTRALATA TRAFFIC

Telecommunications traffic that originates and terminates in the same LATA, including but not limited to IntraLATA toll, ISP Bound and Local/EAS.

2.26 INTERNET PROTOCOL CONNECTION (IPC).

The IPC is the connection between the IP-Enabled Service Provider and the customer where end user information is originated or terminated utilizing internet protocol.

2.27 ISDN USER PART (ISUP).

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

2.28 ISP-BOUND TRAFFIC

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the Local/EAS area of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's Local/EAS area will be considered switched toll traffic and subject to access charges. VoIP-PSTN Traffic is not ISP-Bound Traffic.

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2.29 JURSIDICTION INDICATOR PARAMETER (JIP)

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

2.30 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.31 LINE INFORMATION DATABASE (LIDB).

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

2.32 LOCAL EXCHANGE CARRIER (LEC).

The term "local exchange carrier" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of commercial mobile service under section 332(c), except to the extent that the Commission finds that such service should be included in the definition of such term. 47 U.S.C. § 153(26)

2.33 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.34 LOCAL/EAS TRAFFIC.

Local/EAS Traffic is any Non-Access Telecommunications Traffic, including VoIP-PSTN Traffic that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange, as defined and specified in ILEC's local exchange tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP or traffic originated as CMRS traffic, unless such IntraLATA, IntraMTA traffic cannot be separated from Local/EAS Traffic through reasonable network management practices.

2.35 NEW SERVICE PROVIDER (NSP).

When an End User Customer is changing its local exchange service from one provider to another, the NSP is the winning provider who is adding the End User Customer to its service.

2.36 NON-ACCESS TELECOMMUNICATION TRAFFIC OR LOCAL TRAFFIC.

"Non-Access Telecommunications Traffic" or "Local Traffic" is as defined in 47 C.F.R. Section 51.701(b)(1) and (3) which currently means traffic exchanged between End User Customers of a Party, including VoIP-PSTN Traffic that

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originates and terminates within a single mandatory two-way local calling area as identified in ILEC's Tariff, except for telecommunications traffic that is interstate or intrastate exchange access, CMRS unless such traffic cannot be separated from Local/EAS Traffic through reasonable network management practices, information access, or exchange services for such access. For purposes of this Agreement, Non-Access Telecommunications Traffic includes Local/EAS Traffic and ISP-Bound Traffic. Non-Access Telecommunications Traffic also includes local VoIP-PSTN Traffic but does not include toll VoIP-PSTN Traffic.

2.37 NORTH AMERICAN NUMBERING PLAN (NANP).

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

2.38 NUMBERING PARTNER.

The carrier from which an interconnected VoIP provider obtains numbering resources. A Numbering Partner must be authorized to receive numbers from NANPA, and has responsibility to comply with the FCC numbering rules, including LNP requirements.

2.39 NUMBERING PLAN AREA (NPA).

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

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

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

2.41 OLD SERVICE PROVIDER (OSP).

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

2.42 POINT OF INTERCONNECTION (POI).

The physical location(s) within ILEC's network, at which the Parties' networks meet for the purpose of exchanging Local/EAS Traffic.

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2.43 RATE CENTER AREA.

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

2.44 RATE CENTER

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

2.45 RETAIL PROVIDER.

The entity that offers service to the End User Customer or obtains service from one of the Parties to this Agreement for sale to another entity(ies). A Retail Provider may or may not have its own facilities and may be either a Telecommunications Carrier or a non-Telecommunications Carrier.

2.46 SIGNALING SYSTEM 7 (SS7).

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

2.47 SWITCHED ACCESS SERVICE.

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

2.48 TANDEM SWITCH.

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

2.49 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC

Telephone Exchange Service traffic that originates on one Party's network, and is transported through the other Party's Tandem to the Central Office of a CLEC, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, ILEC or other LEC, where the homing arrangement for the dialed NPA-NXX-X is designated as the tandem switch per the Local Exchange Routing Guide ("LERG"). Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

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2.50 TARIFF.

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

2.51 TELCORDIA TECHNOLOGIES, D/B/A ICONECTIV.

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

2.52 TELECOMMUNICATIONS CARRIER.

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

2.53 TELECOMMUNICATIONS SERVICE.

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

2.54 TELEPHONE EXCHANGE SERVICE.

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

2.55 TOLL TRAFFIC.

Toll Traffic is any call, including VoIP-PSTN Traffic that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located outside the mandatory local calling area associated with the originating End User Customer's exchange, as defined and specified in ILEC's local exchange tariff and using the calling from and calling to telephone numbers as a proxy for determining jurisdiction.

2.56 VoIP-PSTN Traffic.

VoIP-Public Switch Telephone Network ("PSTN) traffic is traffic exchanged between a local exchange carrier and another telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in IP format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an End User Customer of a service that requires Internet protocol compatible customer premises equipment.

2.57 WHOLESALE SERVICE

"Wholesale Service" is a service offered for sale by a Party and purchased by an entity that combines said service, either in whole or in part, into a retail service and offers the retail service to End User Customers. For purposes of this Agreement,

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Wholesale Service does not include any CMRS unless such traffic cannot be separated from Local/EAS Traffic through reasonable network management practices.

2.58 WHOLESALE TELECOMMUNICATIONS SERVICE

"Wholesale Telecommunications Service" is a Telecommunications Service offered or used as a Wholesale Service. For purposes of this Agreement, Wholesale Telecommunications Service does not include any CMRS unless such traffic cannot be separated from Local/EAS Traffic through reasonable network management practices.

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Interconnection Attachment

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1. General

1.1 This Interconnection Attachment sets forth specific terms and conditions for network Interconnection arrangements between ILEC and CLEC for the purpose of the exchange of Local Traffic that is originated by an End User Customer of one Party or its Retail Provider and is terminated to an End User Customer of the other Party or its Retail Provider physically located in the same Exchange Area, where each Party directly provides Telephone Exchange Service or has an arrangement with the Retail Provider to provide an equivalent type Telecommunications Service to the End User Customer.

1.2 This Attachment also describes the physical architecture for the Interconnection of the Parties facilities and equipment for the transmission and routing of wireline telecommunications traffic between the respective End User Customers of the Parties and the compensation for such facilities and traffic exchanged.

1.3 Both Parties acknowledge that toll traffic will be routed in accordance with the LERG and is not governed by this Agreement. Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement. Any traffic that is not Local/ISP-Bound Traffic will be considered toll traffic and subject to access tariffs or price lists.

2. Responsibility for Traffic

2.1 Each Party is responsible for all traffic that it delivers to the other Party including but not limited to Local Traffic, voice traffic, VoIP-PSTN Traffic, ISP-Bound Traffic and toll traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable switched access charges by it or a Retail Provider. Each Party agrees to be responsible for and pay its portion of the Interconnection Facilities, and all Reciprocal Compensation and Access Charges associated with all traffic that the other Party terminates, including traffic of a Retail Provider. Each Party is the sole responsible entity with respect to all traffic terminated by it to its End User Customers or to a Retail Provider.

2.2 Each Party warrants that under this Agreement the primary service provided to its End User Customers or Retail Provider requires the service to be from a fixed location. Any nomadic service provided by either Party is an incidental.

2.3 CLEC provides Telecommunications Services under this Agreement to End User Customers and Wholesale Telecommunications Services to other entities that provide retail service to end users. The Parties understand and agree that this Agreement will permit a Party to provide a Wholesale Telecommunications Service to a Retail Provider; however, under no circumstances shall such Wholesale Telecommunications Service be deemed, treated or compensated as a transit service. The Parties stipulate that this Agreement does not govern any transiting services and that neither Party will provide any transiting functions under this Agreement. For purposes of this Agreement, CLEC's Wholesale Telecommunications Service for traffic exchange is considered to be the provision of end office switching functions for the Retail Provider so it is not entitled to bill and ILEC is not obligated to pay any transit charges for such traffic.

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2.4 Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters for determining the correct classification of traffic pursuant to Section 6 of this Attachment.

2.5 The delivery of traffic that has had Signaling or Signaling Parameters stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned ("Misclassified Traffic") is prohibited under this Agreement. Due to the technical nature of its origination, certain traffic that is not Misclassified Traffic may be properly transmitted without all the Signaling and Signaling Parameters pursuant to section 6 of this Attachment ("Unclassified Traffic").

2.6 If the percentage of total call traffic transmitted with Signaling and Signaling Parameters in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party's intrastate switched access rates for all Unclassified Traffic for the applicable month. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.8, herein below, shall apply with respect to the delivery of such traffic.

2.7 If a terminating Party determines in good faith in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:

2.7.1 The terminating Party will provide sufficient call detail records or other information, including its reasoning as to why the traffic is misclassified, as notification to the other Party. Upon receipt of such notification, the Party originating such traffic shall investigate and identify the alleged Misclassified Traffic;

2.7.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party's intrastate access rates on all Misclassified Traffic unless a written notice of dispute is provided by the originating Party in accordance with 2.7.4.

2.7.3 The Party originating Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.

2.7.4 Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that more than two percent (2%) of the total traffic delivered by an originating Party during any consecutive three (3)-month period is Misclassified Traffic, such Party shall be in Default of this Agreement. To the extent that the Parties have enlisted the Dispute Resolution procedures pursuant to section 2.7.4 of this Attachment and section 13 of the General Terms and Conditions to determine the proper treatment of the traffic, a Default shall not occur while such dispute is pending. Each Party shall make a good faith effort to resolve any such pending dispute within a reasonable time period.

2.8 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, misidentified traffic, Misclassified Traffic and Unclassified Traffic. Such

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traffic shall be rerouted to toll trunk groups and properly identified. This obligation applies during the pendency of a dispute.

2.9 In addition to the audit provisions of Section 9.6 of the General Terms and Conditions, or in the event of a dispute with regard to Misclassified Traffic, each Parties shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges. Both Parties shall cooperate in providing the records required to conduct such audits. Upon request, the audited Party will cooperate in identifying the physical location of the End User Customer originating or terminating the call. No Party shall have the right to conduct an audit more than one time in a consecutive six-month period.

3. Physical Connection

3.1 The Parties agree to physically connect their respective networks, at POI(s) so as to furnish Local Traffic between CLEC or Retail Provider End User Customers and ILEC End User Customers. The exchange of traffic to other ILEC exchanges is not part of this Agreement. This Agreement is expressly limited to the transport and termination of Local Traffic originated by and terminated to End User Customers of the Parties to this Agreement, or to End User Customers of CLEC's Retail Provider, at the POIs located at the ILEC Switch and to any additional POIs established in accordance with Section 3.4.2.2.

3.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities will exchange traffic in the standard format compatible with the Party's network as referenced in Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.

3.3 ILEC and CLEC may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local Traffic and toll traffic. If both local and toll traffic share the same transport facility (i.e. DS1 or DS3), the toll traffic must be on a separate trunk group(s) from the Local Traffic and must be routed according to the LERG. End office switches shall not be used to switch toll calls to a different end office. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 4 of this Attachment.

3.4 Physical Interconnection

3.4.1 ILEC deploys in its network end office switches.

3.4.2 Trunk Types

3.4.2.1 Local Interconnection Trunks

3.4.2.1.1 The Parties will establish a local trunk group for the exchange of Local Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will

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terminate InterLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.

3.4.2.1.2 If the Parties' originating Local Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

3.4.2.2 Direct End Office Trunks

3.4.2.2.1 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic in the ILEC regulated service area.

3.4.2.2.2 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic between CLEC's switch and an ILEC End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct EO Trunk Group when actual or projected End Office Local Traffic requires twenty-four (24) or more DS0 trunks. Once provisioned, traffic from CLEC to ILEC must be redirected to route first to the Direct EO Trunk with overflow traffic alternately routed to the appropriate ILEC Tandem.

3.4.2.2.3 All traffic received by ILEC on the Direct EO Trunk from CLEC must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office.

3.4.2.3 Toll Trunks

3.4.2.3.1 Toll traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such toll traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from ILEC's respective tariffs will apply to traffic terminated over the toll trunks.

3.4.2.3.2 CLEC shall route appropriate traffic to the respective ILEC switches on the trunk groups as specified in this Attachment. ILEC shall route appropriate traffic to CLEC switches on the trunk group or trunk groups as specified in this Attachment.

3.4.2.4 Other Trunk Types: 911 Trunks

3.4.2.4.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User traffic with the appropriate Public Safety Answering Points. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable tariff rates.

3.4.3 Fiber Meet Point

3.4.3.1 Fiber Meet Point is an Interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a point of

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Interconnection ("POI"). The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is the POI. The Parties agree that the Interconnection traffic will warrant a minimum of a DS3 facility prior to requesting a Fiber Meet Point.

3.4.3.2 Once traffic exchanged between the Parties reaches a DS3 of traffic, if both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment. Each Party reserves the right to determine the equipment it employs for service.

3.4.3.3 Each Party at its own expense, shall procure, install and maintain the agreed-upon fiber optic transmission system in its network.

3.4.3.4 The Parties shall mutually agree upon a Fiber Meet Point on the ILEC network within the borders of the ILEC Exchange Area. Each Party shall deliver its fiber optic facilities to the Fiber Meet Point. The ILEC shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.

3.4.3.5 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

3.4.3.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of their own fiber optic transmission system.

3.4.3.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

3.5 The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities via an Access Service Request ("ASR") according to Section 6.7 in the Ordering Attachment.

3.6 If CLEC's request requires ILEC to build new facilities (e.g., install new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

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3.7 Interface Types:

If the POI has an electrical interface, the interface will be DS1 and/or DS3 as mutually agreed upon by the Parties.

3.8 Programming:

3.8.1 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. Any new CLEC or ILEC NPA–NXX codes properly assigned under wireline guidelines and rules to the ILCE regulated exchanges.

3.9 Equipment Additions:

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

4. Compensation

4.1 Facilities Compensation

4.1.1 For Direct Interconnection Facilities, CLEC may utilize a Fiber Meet Point, lease facilities from ILEC or lease facilities from a third party to reach the POI.

4.1.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

4.1.3 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used to interconnect with ILEC's network for the transmission and routing of Local Traffic at the rates contained in the Pricing Attachment of this Agreement.

4.1.4 CLEC may use a third party carrier's facilities for purposes of establishing interconnection with ILEC. In such case, on behalf of CLEC, the third party carrier will connect dedicated facilities with ILEC. CLEC shall be responsible for the payment to any third party carrier for any charges associated with the facilities. If the third-party is an incumbent local exchange carrier other than ILEC ("LEC"), CLEC must order the facilities from such LEC as a meet-point facility. In no case shall ILEC be responsible for payment to the third party carrier.

4.1.5 In the event ILEC is required to modify its network to accommodate the interconnection request made by CLEC, CLEC agrees to pay ILEC reasonable charges for such modifications. If CLEC uses a third party

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network provider to reach the POI, CLEC will bear all third party carrier charges for facilities and traffic in both directions on its side of the POI.

4.2 Traffic Termination Compensation

4.2.1 This Section 4.2 is expressly limited to the transport and termination of Local Traffic originated by and terminated to End User Customers of the Parties in this Agreement.

4.2.2 Based on the assumption that the Local Traffic exchanged by the Parties will be roughly balanced (i.e., neither Party is terminating more than sixty percent (60%) of the Parties' total terminating minutes for Local Traffic), the Parties shall terminate each other's Local Traffic on a Bill and Keep basis.

4.2.3 If the Local Traffic exchange ratio between the Parties exceeds a 60:40 threshold for three consecutive months, Local Traffic will be deemed to be unbalanced. Either Party may notify the other Party in writing that the threshold has been exceeded. Within thirty (30) days of the date of the notice, the Parties will commence working with each other to analyze the out-of-balance traffic. If the analysis is not completed within ninety (90) days of the date of the notice or the Parties did not commence analysis within thirty (30) days, unless such time period(s) has been extended by mutual agreement by the Parties, then the threshold will be deemed to be exceeded and both Parties will commence billing at the rate of $0.0007 per minute (or some other rate, subject to mutual written agreement). If analysis is completed by both Parties and it is determined that Local Traffic exceeds the 60:40 threshold, all Local Traffic shall be invoiced at a rate of $0.0007 per minute (or some other rate, subject to mutual written agreement).

4.2.4 Compensation for toll/access traffic will be in accordance with each Party's access tariffs or price lists.

4.3 For the purposes of compensation under this Agreement, jurisdiction of VoIP-PSTN Traffic is determined by the physical location of the End User Customer originating VoIP-PSTN Traffic. Signaling information associated with VoIP-PSTN Voice Traffic must comply with Section 6 of this Interconnection Attachment.

4.4 Neither Party shall represent Switched Access Traffic as Local Traffic or as ISP-bound Traffic for any purpose.

5. Routing

5.1 Both Parties will route traffic in accordance with the LERG.

5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic. The Parties agree that if a Party assigns telephone numbers from an NPA/NXX to an End User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated, the physical location of the calling and called End User Customers shall be used to determine the

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jurisdiction of the traffic for purposes of determining the appropriate compensation mechanism. Further, in order for End User Customers to be considered physically located in the Rate Center, such End User Customers must have valid E911 service with a corresponding record in the serving ALI Database.

5.3 Once CLEC has been assigned numbers from NANPA, CLEC shall assign numbers within those codes or blocks only to end users physically located in the ILEC Rate Center Area associated with the number blocks either directly or by means of a dedicated facility from the subscriber's physical location to a location within the ILEC's Rate Center (such as FX service). Numbers shall not be used to aggregate traffic to originate or terminate to either Party. If numbers are assigned to physical locations outside the local calling area, call to such numbers shall be subject to access charges.

5.4 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.

5.5 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 611, 711, and 911) to the other party over Interconnection Facilities.

6. Signaling

6.1 Each party shall provide accurate Calling Party Number ("CPN") and JIP associated with the End User Customer originating the call.

6.1.1 Each party shall provide accurate Calling Party Number ("CPN") associated with the End User Customer originating the call. Accurate CPN is:

6.1.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer's Location.

6.1.1.2 CPN that has not been altered.

6.1.1.3 CPN that is not different than the originating number.

6.1.1.4 CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.

6.1.1.5 CPN that is assigned to an active End User Customer.

6.1.1.6 CPN that is associated with the ILEC Rate Center Area of the specific End User Customer Location.

6.1.2 JIP shall be populated as follows:

6.1.2.1 The SS-7 JIP parameter should be populated in the initial address message of all wireline calls.

6.1.2.2 JIP must be populated with an NPA-NXX that is the same as NPA-NXX of the LRN for calls terminating to the same rate center.

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6.1.2.3 When call forwarding occurs, the forwarded 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.

6.2 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. Each Party shall ensure that CPN is available for at least 95% of the calls it terminates to the other Party. Signaling information shall be shared, upon request, between the Parties at no charge to either Party.

6.3 Signaling Parameters:

The Parties agree to utilize SS7 Common Channel Signaling ("CCS") between their respective networks for the traffic addressed in this Agreement in order to process, track and monitor the traffic. Each Party will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate with one another and to exchange all appropriate CCS messages, for call set-up, including without limitation ISDN User Part ("ISUP"), Transaction Capability User Part ("TCAP") messages and Jurisdictional Indicator Parameter ("JIP") to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. Each Party will provide all CCS signaling parameters, including, but not limited to the originating CPN, in conjunction with all traffic it exchanges to the extent required by industry standards.

7. Network Management

7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Details of network technical specifications, forecasting, and trunk implementation shall be in accordance with the ILEC Operations Handbook.

7.2 Grade of Service:

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

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7.3 Protective Controls:

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

7.4 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

7.5 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End User Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

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

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

7.5.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

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Local Number Portability Attachment

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1.0 LOCAL NUMBER PORTABILITY

1.1 The Parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. Under this arrangement, the new Telecommunications Service provider must directly provide Telecommunications Service to the End User Customer porting the telephone number. The dial tone must be derived from a switching facility that denotes the switch is ready to receive dialed digits. In order for a port request to be valid, the End User Customer must retain his or her original number, be located either at the same location or at a location within the same Rate Center Area both before and after the port; and be served directly by the Telecommunications Carrier requesting the port or the Retail Provider who provides Telecommunications Service to the End User Customer. If a Party acts as a Numbering Partner and ports on the behalf of a Retail Provider that Party is fully responsible for compliance with porting rules as defined in this Section 1.1.

1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.

1.3 Nothing in this Agreement prohibits the Parties or a Party from agreeing with its customer to provide types of portability other than "service provider" portability. This agreement only addresses service provider portability and no other type of portability is currently agreed upon in this Agreement.

1.4 The Parties agree to comply with finalized FCC rules and orders and FCC adopted North American Numbering Council (NANC) procedures and guidelines concerning numbering and local number portability. If either Party's Operations and Network Planning Publications conflict with the FCC's rules and orders, then the FCC's rules and orders will prevail.

1.5 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the Number Portability Administration Center (NPAC) SMS.

1.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.7 N-1 Query. Non-queried calls will be returned to the N-1 carrier, or logged and charged to the carrier originating the call, at the then-current LNP

Query rate specified in the tariff belonging to the Party performing the query.

1.8 Porting of Reserved Numbers. In addition, End User Customers of each Party may port reserved numbers, as defined in 47 CF.R. Section 52.15(f)(1)(vi) that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. COMPANY and Spirit shall permit End User Customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges as listed in The Pricing Attachment for doing so. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2.0 Late Notification Changes - Due Date, Coordination

2.1 The New Service Provider will proceed with the conversion based on the agreement at the 48-Hour Call. Policy for late notification of changes in due date and/or coordination time is as follows:

2.1.1 If the OSP personnel have to wait more than 15 minutes for the NSP to join the scheduled call for the CHC, then the NSP shall be responsible to reimburse the OSP for all personnel costs incurred. The charge will be calculated, in half hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

2.1.2 If the NSP contacts the OSP to reschedule the CHC call less than 48-Hours from the scheduled CHC call time, the NSP will be responsible to reimburse the OSP for all cost incurred to date on the CHC order.

2.1.3 Once the scheduled call is underway, and personnel from both Parties are present on the call, should the NSP incur a problem that would delay the conversion, the OSP will provide the NSP reasonable time (20 minutes or

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less) to cure the problem. However, any delay longer than 20 minutes will result in the OSP charging the NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

3.0 Obligations of Both Parties.

3.1 If either Party ports a number from the other Party, the New Service Provider is responsible for advising the NPAC of telephone numbers that it imports and the associated data as identified in industry forums as being required for number portability.

3.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier who is the code holder or block holder.

3.3 Each party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

3.4 Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.

3.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.

3.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation process.

3.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the end-user's telephone number to their switch.

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

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Ancillary Services Attachment

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1. 911/E-911 Arrangements

1.1 ILEC utilizes AT&T for the provision of 911/E-911 services. For all 911 services to End User Customers or Retail Providers, Spirit is responsible for connecting to AT&T and populating AT&T's database. All relations between AT&T and Spirit are totally separate from this Agreement and ILEC makes no representations on behalf of AT&T.

1.2 ILEC will not be liable for errors with respect to Spirit's provision of 911/E-911 services to Spirit's End User Customers unless such errors are proximately or directly caused by ILEC.

2. Street Address Guide (SAG)

ILEC does not maintain the Street Address Guide (SAG). Therefore, CLEC will obtain the Street Address Guide directly from the appropriate counties as necessary.

3. Telephone Relay Service

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

4. Directory Listings and Directory Distribution

4.1 CLEC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with ILEC's vendor for directory publications ("Publisher"). ILEC may, at its sole discretion, select a different third-party to publish and distribute its directories and will notify CLEC if it changes publishers.

4.2 Listings

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

4.3 Distribution

ILEC will distribute its regularly published directory to local CLEC End User Customers that were being served as of the date of directory publication in

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accordance with ILEC's prevailing distribution practices to ILEC's own customers following directory publication. Such deliveries may include separate advertising materials accompanying the directories to the same extent such materials are distributed to ILEC's own customers. Also following the regularly scheduled directory publication, ILEC shall provide an initial allotment of 100 directories to CLEC for distribution to customers that may be activated prior to the next annual directory publication and delivery at the rate specified in Section 4.4 below. CLEC shall be responsible for arranging physical transfer of such allotment from the designated ILEC business office location. Additional allotments of directories may be obtained by CLEC, subject to availability, by written request. Physical transfer of additional allotments will be the responsibility of the CLEC. CLEC shall provide ILEC delivery information for each non-listed or non-published CLEC End User Customer to enable ILEC to perform its directory distribution responsibilities.

4.4 Directory Charges

ILEC will charge CLEC for the publishing and distribution of the directory on a per directory basis at the rate set forth in the Pricing Attachment.

4.5 Indemnification.

CLEC shall adhere to all reasonable and lawful practices, standards, and ethical requirements established by ILEC with regard to listings. By providing ILEC with listing information, CLEC represents to ILEC that CLEC has the right to provide such listing information to ILEC on behalf of its End User Customers. CLEC agrees to release, defend, hold harmless and indemnify ILEC from and against any and all third party claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of ILEC's publication or dissemination of the listing information as provided by CLEC.

4.6 Liability.

ILEC's liability to CLEC in the event of an ILEC error in or omission of a CLEC End User Customer listing shall not exceed the amount actually paid by CLEC to ILEC for such listing, except in the case of ILEC's gross negligence or willful misconduct, and except that ILEC agrees to release, defend, hold harmless and indemnify CLEC from and against any and all claims, losses, damages, suits or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of ILEC's gross negligence or willful misconduct.

CLEC agrees to take all reasonable steps to ensure that its and ILEC's liability to CLEC's End User Customers in the event of a ILEC error in or omission of a listing shall be subject to the same limitations of liability applicable between ILEC and its own End User Customers.

4.7 Publisher will provide CLEC with a copy of subscriber listings, as such subscriber listings will appear in the white pages directory, in the format agreed upon by the Publisher and CLEC, for CLEC's review, no later than 40 calendar days prior to service order close date of the white pages directory.

4.8 CLEC will provide corrections to the Publisher no later than 30 calendar days prior to the service order close date of the directory. Publisher will correct errors

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identified by CLEC and will provide a second copy of the subscriber listings to CLEC, as such subscriber listings will appear in white pages directory, in the format agreed upon by the ILEC's Publisher and CLEC, no later than 20 calendar days prior to the service order closed date for said directory to enable CLEC to validate all submitted corrections prior to publication of the directory.

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

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1. PRE-ORDERING

1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.

1.2. Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's permission, and that the requesting party has verification from the customer via Third Party Verification, a Letter of Authorization (LOA), etc. that the customer has agreed to the release of this information.

1.3. The Parties will provide the information on the following pre-ordering functions: Service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with the procedures set out in the handbook or website listed in Section 1.4 of this attachment. Based on reasonable volume of requests, the standard interval for address verification is one to two business days and 2 business days for a full customer service record for up to 12 CSRs per day. The intervals for higher volumes of requests will be negotiated on a case by case basis.

1.4. Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information.

1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information via Fax. Parties may mutually agree to add other forms of the information exchange such as email or GUI.

1.6 The Parties agree not to view, copy, or otherwise obtain access to the End User Customer record information of any customer without that End User Customer's permission. The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If there is a customer complaint or an unusual request for CSRs (i.e. all business customers or a large increase in volume), the Parties reserve the right to audit each other's verification information on access to End User Customer record information. If the audit reveals that the End User Customer record information was obtained without the audited Party having obtained the proper legal permission (e.g., Third Party Verification or LOA), the auditing Party upon reasonable notice to the audited Party may take such corrective action as permitted by state and federal law. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

1.7 If CPNI and/or a Customer Service Record (CSR) is requested by a Party, and the Party producing the information receives a customer complaint regarding the release of the information, then the Party producing the information may request, and the other Party shall provide, documentation of the End User's authorization for release of its CPNI and/or CSR within three (3) Business Days of receipt of such request.

1.8 Each Party reserves the right to discontinue providing CPNI or CSR to the other Party except upon documentation of End User authorization in the event End User authorization requested under Paragraph 1.7 is not provided within the time specified, or in the event the Party has good cause to believe alleged misuse has occurred. In such event, either Party may immediately request dispute resolution in accordance with Section 13 of the General Terms and Conditions of this Agreement.

2. ORDERING AND PROVISIONING

2.1. Ordering

2.1.1. The New Service Provider (NSP) shall place orders for services by submitting a local service request ("LSR") to the Old Service Provider (OSP). The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

2.1.2. The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.2. Provisioning

2.2.1. The Parties shall provision services during its regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment of this Agreement.

2.2.2. Cancellation Charges. If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.

2.2.3. Expedited Service Date Charges. For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge is listed in the Pricing Attachment.

2.2.4. Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in this agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.

2.2.5 Access to Inside Wire.

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2.2.5.1 Spirit is responsible for accessing customer premises wiring without disturbing COMPANY's plant or facilities. In no case shall Spirit remove or disconnect the loop facilities, or ground wires from COMPANY's NIDs, enclosures, or protectors without approval from COMPANY. If Spirit removes COMPANY's loop in violation of this Agreement, Spirit will hold COMPANY harmless from any liability associated with the removal of COMPANY's loop or ground wire from COMPANY's NID. Furthermore, Spirit shall not remove or disconnect NID modules, protectors, or terminals from COMPANY's NID enclosures without approval from COMPANY.

2.2.5.2 Spirit shall warrant that it is responsible for access to the customer premises wiring by any Retail Provider. Spirit shall take all financial responsibility for damage to COMPANY's plant or facilities caused by the Retail Provider. Spirit shall indemnify and hold COMPANY harmless for any damage to an End User Customer's premises or for any loss or claim arising from a Retail Provider's access to the NID.

3. MAINTENANCE AND REPAIR

3.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.

3.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.

4. SERVICE STANDARDS

Both Parties will comply with the Article 6 - Telecommunications Utilities in Chapter 103 - Public Service Commission of the Code of Regulations of South Carolina Sub-Article 6 - Standards and Quality of Service when providing service to the other Party.

5. RATES

All charges applicable to pre-ordering, ordering, provisioning, and maintenance and repair, shall be as set forth in the Pricing Attachment to this Agreement.

6. MISCELLANEOUS

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6.1 Customer Transfer

6.1.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance activity conducted pursuant to this agreement should follow the applicable industry standards which include: Local Service Ordering Guidelines (LSOG) developed in the Ordering and Billing Forum (OBF) at the Alliance of Telecommunications Industry Solutions (ATIS) and approved North American Numbering Council (NANC) procedures and guidelines concerning Local Number Portability (LNP) processes.

6.1.2 When notification is received from the New Service Provider that a current End User Customer of Old Service Provider will subscribe to New Service Provider's service, standard service order intervals for the appropriate class of service will apply.

6.1.3 The New Service Provider will be the single point of contact with Old Service Provider for all subsequent ordering activity resulting in additions or changes to services except that Old Service Provider will accept a request directly from the End User for conversion of the End User Customer's service from New Service Provider to Old Service Provider

6.1.4 If either Party determines that an unauthorized change in local service has occurred, the End User Customer's authorized local service provider will reestablish service with the End User Customer and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

6.2 Misdirected Calls

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

6.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

6.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.

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

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6.3 Letter of Authorization

6.3.1 The Parties agree that they will not submit an order to move an End User Customer's service from one Party to the other Party without the End User Customer's permission, and that the requesting Party has verification from the End User Customer via Third Party Verification, a Letter of Authorization (LOA), etc. that the End User Customer has agreed to the change in service. The OSP will not require End User Customer confirmation prior to establishing service for NSP's End User Customers.

6.3.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User Customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for End User Customers change in service providers.

6.3.3 If, based on an End User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End User Customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized.

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

6.5 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

6.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in the two business days.

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

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other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

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Pricing Attachment

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RATES AND CHARGES

General. The rates contained in this attachment are the rates as referenced throughout this Agreement, are reciprocal.

A. Facilities Charges: Rate elements and rates for facilities under this Agreement are pursuant to ILEC's interstate access tariff, NECA FCC No. 5. The appropriate Access Service Request (ASR) shall be submitted to order interconnection facilities.

B. General Charges:

1. Manual Service Order Charge	$ 17.00 / order
2. Service Order Cancellation Charge	$ 5.00 / order
3. Service Order Change Charge	$ 5.00 / order
4. Record Change Charge	$ 5.00 / order
5. Manual Pre-Order Processing Charge	$ 10.00 / request
6. Expedited Order Charge	$ 35.00 / order
7. Directory Charge (Publishing & Distribution)	$ 6.00 / directory

C. Additional Labor Charges: Except for the Customer Service Representative rates, rate elements and rates for additional labor charges under this Agreement are pursuant to ILEC's interstate access tariff, NECA FCC No. 5.

Customer Service Representative

a. Basic Time (per rep)	$ 20.00 each half hour or fraction
b. Overtime (per rep)	$ 30.00 each half hour or fraction
c. Premium Time (per rep)	$ 40.00 each half hour or fraction

D. Coordinated Hot Cut

Labor rates as listed above will be charged for the personnel involved in the conversion.

*** A call out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.**

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