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2006-384-C

December 7, 2006

330 E. Black Street
PO Box 470
Rock Hill, SC 29731-6470

COPY
Posted: tod
Dept: S.A. & ORS
Date: 12/8/06
Time: 12:10

Mr. Charles L. A. Terreni
Chief Clerk/Administrator
South Carolina Public Service Commission
Synergy Business Park/ The Saluda Building
101 Executive Center Drive
Columbia, SC 29210

RE: Interconnection Agreement Between Rock Hill Telephone Company, Inc. and Time Warner Telecom of South Carolina LLC

Dear Mr. Terreni:

Enclosed for filing with the Commission please find three (3) copies of the Interconnection Agreement between Rock Hill Telephone Company dba Comporium Communications and Time Warner Telecom of South Carolina LLC. This agreement is being submitted for the Commission's approval pursuant to 47 U.S.C. § 252(e).

Please clock in a copy and return it via the enclosed self-addressed stamped envelope.

Thank you for your assistance.

Respectfully submitted,

Matthew L. Dosch
Vice President, External Affairs

RECEIVED
DEC 08 2006
PSC SC
DOCKETING DEPT.

Enclosure

RECEIVED
2007 DEC -6 PM 12:08
SC PUBLIC SERVICE COMMISSION

GENERAL TERMS AND CONDITIONS

BETWEEN

Rock Hill Telephone Company

AND

Time Warner Telecom of South Carolina LLC

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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

AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 4th day of December, 2006 (the "Effective Date"), by and between Time Warner Telecom of South Carolina LLC ("TWTC") with offices at 10475 Park Meadows Drive, Littleton, CO 80124 and Rock Hill Telephone Company ("RHTC") with offices at 330 East Black Street, Rock Hill, SC 29370. This Agreement may refer to either RHTC or TWTC or both as a "Party" or "Parties."

WITNESSETH

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

WHEREAS, TWTC is or seeks to become a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of South Carolina;

WHEREAS, TWTC 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, RHTC and TWTC agree as follows:

1. PURPOSE

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.

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:

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, RHTC may terminate this Agreement if TWTC is more than 30 days past due on any undisputed payment obligation under this Agreement; provided that RHTC notifies TWTC of such default and TWTC does not cure the default 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.

3.2 Termination Upon Ordering and Implementation Inactivity

Notwithstanding anything to the contrary contained herein, RHTC may terminate this Agreement in the event TWTC 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 TWTC 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.

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

RHTC, at its discretion may require TWTC to provide RHTC a security deposit to ensure payment of TWTC'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 RHTC, for interconnection or any other functions, facilities, products or services to be furnished by RHTC under this Agreement.

8.1.1 Such security deposit shall be a cash deposit or other form of security acceptable to RHTC. 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 TWTC develops a record of late payments.

8.1.3 The fact that a security deposit has been provided in no way relieves TWTC from complying with RHTC'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 RHTC providing for the discontinuance of service for non-payment of any sums due RHTC.

8.1.4 RHTC 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.

8.1.5 In the event that TWTC is in breach of this Agreement, service to TWTC may be terminated by RHTC pursuant to Section 3 of the General Terms and Conditions, any security deposits applied to its account and RHTC 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 TWTC during the possession of the security deposit by RHTC. Interest on a security deposit shall accrue annually and, if requested, shall be annually credit to TWTC by the accrual date.

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

9.4 Audits:

Either Party may conduct an audit of the other Party's records pertaining to the 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.

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 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 chooses to obtain.

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

12. FRAUD

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

13. DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, 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 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.

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

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 and other third parties (collectively "Claims") for:

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

(2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications; and

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

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 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 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.

22.3.2 Except as otherwise provided in Section 22, 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 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.

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: TWTC	To: RHTC
Tina Davis Vice President/Deputy General Counsel	Vice President, External Affairs 330 East Black Street

Time Warner Telecom 10475 Park Meadows Drive Littleton, CO 80124	P.O. Box 470 Rock Hill, SC 29731-6470
With a copy to: Carolyn Marek Vice President Regulatory – Mid Atlantic 233 Bramerton Court Franklin, TN 37069 Billing Notices for nonpayment and default for nonpayment should be emailed along with copy of bill at issue (either emailed or faxed at same time as email) to: mary.brieno@twtelecom.com	With a copy to: Manager – Interconnection Services 330 East Black Street P.O. Box 470 Rock Hill, SC 29731-6470

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.

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 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.

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

Rock Hill Telephone Company	**Time Warner Telecom of South Carolina LLC**
By:	By: Time Warner Telecom Holdings Inc., It sole member By:
Name: Matt Dosch	Name: Tina Davis
Title: Vice President, External Affairs	Title: Vice President Deputy General Counsel
Date: 12/04/06	Date: 11/16/06

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.

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.

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

2.18 END USER CUSTOMER LOCATION.

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

2.19 EXCHANGE AREA.

Means the geographic area that has been identified by RHTC 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, Rock Hill Telephone Company 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.

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 RHTC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by RHTC 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.

Any call 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 RHTC's tariff.

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 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.

2.37 NUMBERING PLAN AREA (NPA).

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

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

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

2.39 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.

2.40 POINT OF INTERCONNECTION (POI).

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

2.41 RATE CENTER AREA.

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

2.42 RATE CENTER

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

2.43 SIGNALING SYSTEM 7 (SS7).

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

2.44 SWITCHED ACCESS SERVICE.

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

2.45 TANDEM SWITCH.

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

2.46 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC

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.

2.47 TARIFF.

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

2.48 TELCORDIA TECHNOLOGIES.

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

2.49 TELECOMMUNICATIONS CARRIER.

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

2.50 TELECOMMUNICATIONS SERVICE.

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

2.51 TELEPHONE EXCHANGE SERVICE.

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

2.52 VOIP OR IP-ENABLED TRAFFIC.

VoIP means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. For purposes of this Agreement, VoIP or IP-Enabled Voice Traffic includes:

(i) Voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and

(ii) Voice traffic originated on the PSTN, and which terminates on IPC.

Interconnection Attachment

1. Scope of Agreement

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 IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End User Customers physically located in the LATA. This Agreement also addresses Transit Traffic as described in Section 2.2 below. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective End User Customers of the Parties pursuant to the Act.

1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely provide Information Services or Toll Services. CLEC agrees that it is requesting and will use this arrangement for purposes of providing Telecommunications Services and that any provision of Information Service by CLEC (including VoIP / IP-Enabled Traffic services) will be incidental to CLEC's provision of Telecommunications Services. The FCC has not determined whether IP-Enabled Traffic is a Telecommunication Service or an Information Service. For the purpose of this Agreement, VoIP / IP-Enabled Traffic is treated similarly to other voice traffic. If the FCC determines that VoIP / IP-Enabled Traffic is not a Telecommunications Service and VoIP / IP-Enabled Traffic is exchanged under this Agreement, the terms of this Agreement shall remain in effect until such time as the Agreement is modified pursuant to the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.

1.3 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

1.4 Both Parties acknowledge that InterLATA Traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions and is not covered by this Agreement.

1.5 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines.

1.6 The Parties will incorporate FCC rulings and orders governing compensation for VoIP/IP-Enabled services into this Agreement once effective. Until such time, for the purposes of this agreement, VoIP/IP-Enabled traffic will be treated similarly to other voice traffic covered by this Agreement, and the originating point of VoIP/IP Enabled traffic for the purpose of jurisdictionally rating traffic is the physical location of the calling party, i.e. the geographical location of the IPC. Signaling information associated with VoIP/IP-Enabled traffic must comply with Sections 3.5 and 3.6 of this Interconnection Attachment.

2. Service Arrangement

2.1 The Parties agree to exchange IntraLATA Traffic originated by an End User Customer of one Party that terminates to an End User Customer of the other Party over dedicated facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such IntraLATA Traffic, with the Point of Interconnection (POI) designated at ILEC's tandem. No more than one POI on the ILEC network is required. Each Party shall be responsible for the cost of dedicated facilities on its side of the POI.

2.2 The ILEC shall provide transit functions for Local/EAS Transit Traffic originated by the CLEC. ILEC shall bill and CLEC shall pay for transit charges at the rate set forth in the Pricing Attachment. CLEC is responsible for negotiating any necessary interconnection arrangements directly with the third party. ILEC will not be responsible for any reciprocal compensation payments to CLEC for Transit Traffic or any termination charges assessed by third parties. Any Transit Traffic that is toll shall be governed by the ILEC access tariffs. CLEC does not have a tandem at this time so there is no transit traffic originated by the ILEC to the CLEC. At such time as CLEC has a tandem, transit arrangements may be negotiated.

2.3 If CLEC chooses to lease transport facilities from ILEC, CLEC shall compensate ILEC for such leased transport facilities at ILEC's rates located in the Pricing Attachment.

2.4 The Parties agree to only route IntraLATA Traffic over the dedicated facilities between their networks. InterLATA Traffic shall be routed in accordance with Telcordia Traffic Routing Administration instruction and is not covered by this Agreement. Both Parties agree that compensation for IntraLATA Traffic shall be in the form of the mutual exchange of services provided by the other Party with no additional billing related to exchange of such traffic issued by either Party except as otherwise provided in this Agreement.

2.5 Neither Party shall route un-translated traffic to service codes (e.g. 800, 888) over the dedicated interconnection facilities.

2.6 N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over dedicated facilities.

2.7 Accurate Calling Party Number ("CPN") associated with the End User Customer originating the call must be provided. Accurate CPN is:

2.7.1 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.

2.7.2 CPN that has not been altered.

2.7.3 CPN that is not a charge party number.

2.7.4 CPN that follows the North American Numbering Standards and can be identified in numbering databases and the LERG as an active number.

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

2.7.6 CPN that is associated with the Rate Center of the specific End User Customer Location.

2.8 The Parties will prorate unidentified traffic by jurisdiction according to the identified traffic, unless unidentified traffic exceeds 5% of total one-way traffic. If unidentified traffic exceeds 5% of total one-way traffic in any billing period, switched access rates will be applied to all unidentified traffic for that billing period. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP (where the provision of JIP was attempted) failure and to assist in its correction.

3. Physical Connection:

3.1 Dedicated facilities between the Parties' networks shall be provisioned as two-way interconnection trunks, and shall only carry IntraLATA traffic originated or terminated directly between each Parties End User Customers. The direct interconnection trunks shall meet the Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275.

3.2 Facility Sizing: The Parties will mutually agree on the appropriate sizing for 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.

3.3 If CLEC's request requires ILEC to build new facilities (e.g. installing 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.

3.4 Interface Types: If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed by the Parties. When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

3.5 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. CPN shall

be available for at least 90% of the calls. Signaling information shall be shared between the Parties at no charge to either Party.

3.6 Signaling Parameters: ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate Calling Party Number, JIP (where technologically and economically feasible as defined by not being a barrier to entry), and destination called party number, etc.) pursuant to 47 C.F.R. § 64.1601, to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided, including CPN, JIP (where technologically and economically feasible as defined by not being a barrier to entry), Originating Line, Calling party category, Charge Number, etc. All privacy indicators will be honored.

3.7 Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.

3.8 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. Grade of Service:

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

5. Network Management:

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

5.2 Mass Calling: 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.

5.3 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 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:

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

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

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

5.4 Each Party shall be responsible for obtaining connections to the 911/E911 network.

Local Number Portability Attachment

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.

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, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines.

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. RHTC and TWTC 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 Coordinated Cutovers

2.1 For LNP Coordinated Hot Cuts ("CHC"), either Party may request a desired due date and time. These will be considered coordinated orders. The New Service Provider must indicate a request for CHC on the LNP request form to request a coordinated order. The Old Service Provider will not apply a 10-digit trigger upon porting telephone numbers to New Service Provider's network. Charges for CHCs are listed in Appendix A. There are two types of coordination:

2.1.1 Any Time: Order to be worked anytime during the day on the due date but the Old Service Provider must notify the New Service Provider when completed.

2.1.2 Specific Time: Order is to be worked at a specific time on the due date.

2.2 If coordination is requested, the New Service Provider will be required to call the Old Service Provider forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and/or time. The Old Service Provider reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and/or time. Prior to the 48-hour Coordination Call, The Old Service Provider will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and/or

time. If no call is received from the New Service Provider, it will be assumed that the New Service Provider is not ready and the order will not be completed on the requested due date and time. If the New Service Provider does not contact Old Service Provider with 48 hours from the original due date to reschedule, the order will be canceled.

3.0 Late Notification Changes - Due Date, Coordination

3.1 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:

3.1.1 If the Old Service Provider personnel have to wait more than 15 minutes for the New Service Provider to join the scheduled call for the CHC, then the New Service Provider shall be responsible to reimburse the Old Service Provider 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.

3.1.2 If the New Service Provider contacts the Old Service Provider to reschedule the CHC call less than 48-Hours from the scheduled CHC call time, the New Service Provider will be responsible to reimburse the Old Service Provider for all cost incurred to date on the CHC order.

3.1.3 Once the scheduled call is underway, and personnel from both Parties are present on the call, should the New Service Provider incur a problem that would delay the conversion, the Old Service Provider will provide the New Service Provider reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in the Old Service Provider charging the New Service Provider 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.

4.0 Obligations of Both Parties.

4.1 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.

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

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

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

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

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

4.7 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.

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

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.

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 this 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.

3. MAINTENANCE AND REPAIR

3.1.1. 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.

3.1.2 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

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.

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 lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

Ancillary Services Attachment

1. 911/E-911 Arrangements

1.1 ILEC utilizes BellSouth for the provision of 911/E-911 services. The CLEC is responsible for connecting to BellSouth and populating BellSouth's database. All relations between BellSouth and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of BellSouth.

1.2 ILEC will not be liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers.

2. Street Address Guide (SAG)

ILEC will provide to CLEC upon request the Street Address Guide at a reasonable charge.

3. Telephone Relay Service

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

4. Directory Listings and Directory Distribution

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

4.2 Listings

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

4.3 Distribution

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

Pricing Attachment

Pricing for Rock Hill Telephone Company

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal Commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation.

A. Transport Rate:

1. Direct Trunked Transport Termination

a) DS1	$98.96/termination/month
b) DS3	$551.16/termination/month

2. Direct Trunk Transport Facility

a) DS1	$20.07/mile/month
b) DS3	$138.17/mile/month

3. Direct Trunk Termination

a) DS1	$159.05/month
b) DS3	$1,854.01/month

Nonrecurring Installation Charge	$404.00/order

B. Transit Traffic Rate:

Transit Traffic Rate:	$.005/MOU

C. General Charges:

Service Order (LSR)	$17.00/request
Service Order Cancellation Charge	$ 5.00/request
Expedited Due Date	$32.00/request
Order Change Charge	$ 5.00/request
Technical Labor	

Install & Repair Technician

Basic Time (normally scheduled hours)	$23.31/ ½ hour
Overtime (outside normally scheduled hours on scheduled work day)	$34.97/ ½ hour
Premium Time (outside of scheduled work day	$46.63/ ½ hour

Central Office Technician

Basic Time (normally scheduled hours)	$23.31/ ½ hour
Overtime (outside normally scheduled hours on scheduled work day)	$34.81/ ½ hour
Premium Time (outside of scheduled work day)	$46.41/ ½ hour

Rates and Charges for LNP Coordinated Hot Cut	$ ICB