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June 14, 2011

VIA ELECTRONIC FILING

Jocelyn Boyd, Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Time Warner Cable Information Services (South Carolina), LLC Arbitration Petition – Farmers Telephone Cooperative

Dear Ms. Boyd:

Time Warner Cable Information Services (South Carolina), LLC, doing business as Time Warner Cable ("Time Warner Cable"), respectfully submits its Petition for Section 252(b) Arbitration with Farmers Telephone Cooperative, Inc. for filing with the Public Service Commission of South Carolina. All parties of record have been served with a copy of this pleading as indicated in the attached certificate of service.

Very truly yours,

ROBINSON, MCFADDEN & MOORE, P.C.

Bonnie D. Shealy

Bonnie D. Shealy

/bds
Enclosures

cc/enc: Dan F. Arnett, ORS Chief of Staff (via email & Hand Delivery)
Nanette S. Edwards, Esquire (via email)
F. Bradley Erwin (via U.S. Mail without enclosure)
John F. Bowen, Jr. (via email & Hand Delivery)
Margaret M. Fox, Esquire (via email & Hand Delivery)
Julie P. Laine, Esquire (via email)

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of	**)**
	)
	)
Petition for Arbitration of Interconnection Agreement between Time Warner Cable Information Services (South Carolina), LLC, doing business as Time Warner Cable and Farmers Telephone Cooperative, Inc.	**)**
	)

Pursuant to Section 252(b) of the Communications Act of 1934, as amended ("Communications Act"), 47 U.S.C. § 252(b), Time Warner Cable Information Services (South Carolina), LLC, doing business as Time Warner Cable ("Time Warner Cable"), files this petition for arbitration with the Public Service Commission of South Carolina ("Commission") seeking resolution of any open issues arising between Time Warner Cable and Farmers Telephone Cooperative, Inc. ("Farmers") in the negotiation of an Interconnection Agreement ("ICA"). Time Warner Cable states as follows:

BACKGROUND AND HISTORY OF NEGOTIATIONS

1. Time Warner Cable is a limited liability company organized under the laws of the State of Delaware, maintaining its principal place of business at 60 Columbus Circle, New York, New York 10023. Time Warner Cable's main offices in the State of South Carolina are at 3347 Platt Springs Road, West Columbia, South Carolina 29170. Time Warner Cable is certified to provide telecommunications services in South Carolina pursuant to Commission Order Numbers 2004-213, 2005-385(A) 2009-356, and 2011-393.

2. Time Warner Cable's representatives in this proceeding are as follows:

Frank R. Ellerbe, III
Bonnie D. Shealy
Robinson McFadden & Moore, P.C.
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Julie P. Laine
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone (212) 364-8482
Fax: (704) 972-6239
Julie.Laine@twcable.com

3. Farmers is an incumbent local exchange carrier ("ILEC") as defined in 47 U.S.C. § 251(h) and is certified to provide telecommunications services in the State of South Carolina. Upon information and belief, Farmers maintains its principal place of business at 1101 East Main Street, Kingstree, South Carolina 29556.

4. The name, address, and contact information for Farmers' primary representatives during the negotiations with Time Warner Cable have been:

F. Bradley Erwin, Chief Executive Officer
Farmers Telephone Cooperative, Inc.
Post Office Box 588
1101 East Main Street
Kingstree, South Carolina 29910

And

M. John Bowen, Jr., Esquire
Margaret M. Fox, Esquire
McNair Law Firm, P.A.
Post Office Box 11390
Columbia, South Carolina 29211
Telephone (803) 799-9800
Facsimile (803) 753-3219
jbowen@mcnair.net
pfox@mcnair.net

5. Time Warner Cable was certificated to provide competitive, facilities-based intrastate local telecommunications services in Farmers' service area by Order Number 2009-356(A), Docket Number 2008-325-C, on June 11, 2009. This Order held that Time Warner Cable's Digital Phone Service is a regulated telecommunications service as defined by S.C. Code Section 58-9-10 and that Time Warner Cable "continues to meet all statutory requirements for the provision of service as a CLEC as delineated in S.C. Code Ann. Section 58-9-280."[1]

6. Time Warner Cable initially arranged to purchase wholesale telecommunications services from Sprint Communications Company, LP ("Sprint") in order to provide its telephone service to customers in the Farmers' service area. Since it began providing its Digital Phone services, Time Warner Cable has relied on Sprint to, among other things, obtain interconnection with ILECs so that Time Warner Cable's customers can place calls to and receive calls from ILEC customers. Sprint also has obtained telephone numbers and handled telephone number portability on Time Warner Cable's behalf, playing a role specifically approved by the Federal Communications Commission ("FCC"). *See Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, Memorandum Opinion and Order, 22 FCC Rcd 3513 (WCB 2007)

[1] Order Number 2009-356(A), p. 20 & 22.

(noting with approval Sprint's provision of wholesale telecommunications services to Time Warner Cable and other VoIP providers and Sprint's responsibility for numbering-related issues). The Sprint-Farmers ICA was approved by the Commission on October 3, 2007. A copy of the Sprint-Farmers ICA is attached as **Exhibit 1.**

7. On June 11, 2009, the Commission issued Order Number 2009-356(A) amending Time Warner Cable's certificate of public convenience and necessity to include the Farmers' service area. This order held that (1) Time Warner Cable is a provider of local exchange and interexchange telecommunications services, (2) Time Warner Cable is a "telephone utility" as defined by S.C. Code Section 58-9-10, and (3) Time Warner Cable's Digital Phone Service is a regulated telecommunications service as defined by S.C. Code Section 58-9-10.[2] Time Warner Cable has been providing regulated voice services to residential and commercial customers in the Farmers' service area since 2009 pursuant to the terms of its South Carolina tariff approved by the Commission.

8. Time Warner Cable is currently transitioning from providing its retail telephone services using an unaffiliated wholesale telecommunications carrier (such as Sprint) to providing its retail services via its own direct ICAs with ILECs in South Carolina. The Commission approved direct ICAs between Time Warner Cable and Horry Telephone Cooperative, Inc.; Hargray Telephone Co., Inc.; Verizon South, Inc.; BellSouth Telecommunications, Inc., dba AT&T; and Bluffton Telephone Co., Inc.[3] In addition, the FCC recently reaffirmed the

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[2] Order No. 2009-356(A), p. 20 and 22.

[3] Time Warner Cable – Horry Telephone Cooperative, Docket No. 2006-197-C, Commission directives dated July 12, 2006 and March 2, 2011; Time Warner Cable – Hargray Telephone Co., Inc., Docket No. 2006-233-C, Commission directive dated August 16, 2006 and June 8, 2011; Time Warner Cable – Verizon South, Docket No. 2007-25-C, Commission directives dated January 31, 2007 and January 13, 2010; Time Warner Cable – BellSouth, Docket No. 2005-353-C, directives dated February 21, 2006, August 16, 2006, and November 8, 2006; Time Warner Cable – Bluffton Telephone Co., Inc., Docket No. 2011-209-C, Commission Directive dated June 8, 2011.

unequivocal right of competitive carriers such as Time Warner Cable to interconnect with rural ILECs such as Farmers. *See Petition of CRC Communications of Maine, Inc. and Time Warner Cable Inc. for Preemption Pursuant to Section 253 of the Communications Act, as Amended, et al.*, Declaratory Ruling, FCC 11-83, WC Docket No. 10-143, GN Docket No. 09-51, CC Docket No. 01-91 (rel. May 26, 2011) ("*CRC Declaratory Ruling*"). As it makes this transition to direct interconnection in South Carolina, Time Warner Cable intends to file an access services tariff to provide wholesale telecommunications services to other carriers.

9. On January 20, 2011, Time Warner Cable provided notice to Farmers of its intention to adopt the Sprint-Farmers ICA pursuant to Section 252(i) of the Communications Act. A copy of the January 20, 2011, letter to Farmers is attached as **Exhibit 2.**

10. On February 17, 2011, Lans Chase of John Staurulakis, Inc. ("JSI") informed Time Warner Cable that it was Farmers' position that Time Warner Cable is not eligible to adopt the Sprint-Farmers ICA because Time Warner Cable supposedly is not a "Telecommunications Carrier as defined in 47 U.S.C.A. § 153(44)[4] of the [Communications] Act." A copy of the February 17, 2011, letter from Mr. Chase is attached as **Exhibit 3.**

11. Time Warner Cable representatives, counsel for Farmers, and JSI representatives had a conference call on April 12, 2011, to discuss the issue.

12. Mr. Chase responded to Time Warner Cable's request for clarification of Farmer's position by citing a portion of Douglas Meredith's testimony from the January 7, 2009, hearing held in the consolidated dockets 2008-325-C through 2008-329-C to amend Time Warner Cable's certification to include the service area of Farmers and other ILECs. Mr. Chase apparently took the position that, notwithstanding this Commission's definitive classification of

[4] "Telecommunications Carrier" is defined in 47 U.S.C.A. § 153 (51).

Time Warner Cable as a regulated telecommunications carrier, and despite the FCC's repeated rulings that competitive telecommunications carriers in any event may interconnect with ILECs for the specific purpose of providing wholesale services to interconnected VoIP providers, Time Warner Cable's reliance on IP technology in providing retail voice services somehow disqualifies Time Warner Cable from obtaining interconnection in its wholesale capacity. A copy of the Chase email dated April 19, 2011 is attached as **Exhibit 4.**

JURISDICTION

13. Section 252(b)(1) of the Communications Act allows either party to the negotiation to request arbitration during the period from the 135th to the 160th day after the date on which an ILEC receives a request for negotiation. 47 U.S.C. § 252(b)(1). Time Warner Cable's request for adoption of ICA was sent to Farmers on January 20, 2011, via overnight mail. *See* **Exhibit 1.** Accordingly, this petition is timely filed.

14. Pursuant to 47 U.S.C. § 252(b)(4)(C), the Commission must render a decision in this proceeding within nine months after the date on which the local exchange carrier received the request under this section. Therefore, the Communications Act requires the Commission to render a decision in this proceeding not later than October 21, 2011.

ISSUES FOR ARBITRATION

15. Time Warner Cable requests that the Commission resolve any open issues relating to Time Warner Cable's request for interconnection and services from Farmers. Pursuant to Section 252(i), a local exchange carrier is required to make available any interconnection, service or network element provided under an agreement approved pursuant to 47 U.S.C.A. § 252(e) to any other requesting telecommunications carrier upon the same terms and conditions.

16. If a rural carrier refuses to negotiate, as has occurred here, then the arbitration provisions in Section 252(b)(1) of the Communications Act are triggered after the statutorily prescribed time period has passed.[5]

17. Farmers' refusal to honor Time Warner Cable's request to allow Time Warner Cable to adopt the Sprint-Farmers ICA pursuant to Section 252(i) on the grounds that Time Warner Cable is not a "telecommunications carrier" is factually and legally baseless. As noted above, Order Number 2009-356(A) specifically held that Time Warner Cable provides regulated telecommunications services as a competitive local exchange carrier. The only limitation placed on Time Warner Cable's ability to interconnect with Farmers is that the interconnecting carrier must be certificated and regulated by the Commission.[6]

18. Time Warner Cable is also independently entitled to invoke Section 252(i) to obtain interconnection with Farmers based on its ability to offer wholesale telecommunications services.[7] The wholesale transmission service that Sprint currently provides to Time Warner Cable pursuant to the Sprint-Farmers ICA is precisely the same service that Time Warner Cable seeks to provide on its own by adopting the Sprint-Farmers ICA. Once interconnection agreements with the incumbent carriers are in place in its current service areas, Time Warner Cable plans to provide wholesale telecommunications services for its own interconnected VoIP operations and to other carriers.

19. In reaffirming that wholesale telecommunications carriers are entitled to interconnect and exchange traffic with ILECs, including rural carriers, the FCC stated that "a contrary decision would impede the important development of wholesale telecommunications

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5 *CRC Declaratory Ruling*, ¶ 26.
6 Order No. 2009-356(A), p. 19.
7 *CRC Declaratory Ruling*, ¶ 26.

and facilities-based VoIP competition, as well as broadband investment and deployment, by limiting the ability of wholesale carriers to offer service."[8]

20. Pursuant to 47 U.S.C. § 252(b)(2)(B) and S.C. Code Ann. § 58-4-10, Time Warner Cable is providing a copy of this Petition and the accompanying documentation to Farmers and the Office of Regulatory Staff on or before the day on which this Petition is filed with the Commission.

WHEREFORE, Time Warner Cable requests that the Commission arbitrate the open issues set forth in this petition, to find such issue in Time Warner Cable's favor, and require Farmers to execute Time Warner Cable's adoption agreement of the Sprint-Farmers ICA. Time Warner Cable requests such other relief as the Commission deems proper under the circumstances.

Dated this 13th day of June, 2011.

ROBINSON, MCFADDEN & MOORE, P.C.

By _____

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Attorneys for Time Warner Cable Information Services, (South Carolina), LLC

[8] *CRC Declaratory Ruling*, ¶ 27

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of	**)**
	)
	)
Petition for Arbitration of Interconnection	**)**
Agreement between Time Warner Cable	**)**
Information Services (South Carolina), LLC,	**)**
doing business as Time Warner Cable and	**)**
Farmers Telephone Cooperative, Inc.	**)**
	)

EXHIBIT 1

SPRINT – FARMERS INTERCONNECTION AGREEMENT

INTERCONNECTION AGREEMENT

BY AND BETWEEN

FARMERS TELEPHONE COOPERATIVE, INC.

AND

SPRINT COMMUNICATIONS COMPANY L.P.

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GLOSSARY

ATTACHMENTS:

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

INTERCONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 1st day of September 2007 (the "Effective Date"), by and between Farmers Telephone Cooperative, Inc. ("ILEC") with offices at 1101 East Main Street, P.O. Box 588, Kingstree, SC 29556 and Sprint Communications Company L.P. ("CLEC") with offices at 6200 Sprint Parkway, Overland Park, KS 66251. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WHEREAS, ILEC is an Incumbent Local Exchange Carrier, as defined in Section 251(h) of the Act (47 U.S.C. § 251(h)), authorized to provide Telecommunications Services in the State of South Carolina; and

WHEREAS, CLEC is a competitive local exchange telecommunications company authorized to provide Telecommunications Services in the State of South Carolina; and

WHEREAS, CLEC 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 Telecommunications Traffic specifically for the purposes of fulfilling their obligations pursuant to §§ 251(a) and (b) of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC 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 to each Party's obligations under §§ 251(a) and (b) of the Act.

1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange Information Services traffic. CLEC agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic, whether originated by CLEC or a Last Mile Provider, and that any exchange of Information Service traffic will be incidental to the Parties' exchange of Telecommunications Traffic. The FCC has not determined whether VoIP or IP-Enabled Traffic is a Telecommunications Service or an Information Service. For the purposes of this Agreement, VoIP or IP-Enabled Traffic shall be treated as Telecommunications Service voice traffic. If the FCC determines that any type of VoIP or IP-Enabled Traffic is not subject to interconnection requirements that are the same as those applicable to Telecommunications Services in all material respects, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the

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

1.3 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange interexchange toll traffic. CLEC agrees that it is requesting and will use this arrangement for the sole purpose of exchanging Local/EAS Traffic and that any exchange of toll traffic will be subject to the appropriate access per each Party's tariffs.

2. Term of the Agreement

2.1 This Agreement will commence on the Effective Date and have an initial term of two (2) years. The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent agreement. If a Renegotiation Request is not received by a Party, this Agreement shall automatically renew for one (1) year terms. Requests for renegotiation must be in the form of a written notice to the other Party ("Renegotiation Request"). If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the pendency of any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings, the Parties will continue to provide services to each other pursuant to this Agreement. If no proceeding is initiated by a Party pursuant to Section 252 of the Act, but the Parties continue beyond the expiration date of this Agreement to negotiate the subsequent agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; provided, however, that this Agreement cannot be terminated prior to ninety (90) days after the original expiration date. In the event that ILEC terminates this Agreement as provided above, ILEC shall continue to offer all services to CLEC previously available under this Agreement pursuant to the terms, conditions and rates of ILEC's then current Tariffs and CLEC shall continue to offer all services to ILEC previously available under this Agreement pursuant to the terms, conditions and rates of CLEC's then current Tariffs, rates sheets or applicable contracts. If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice.

2.2 In the event that this Agreement expires, except in the case of termination as a result of either Party's default or for termination as otherwise provided herein, service that had been available under this Agreement and exists as of the end-date may continue uninterrupted after the end-date at the written request of either Party only under the terms of:

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

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

3. Termination of the Agreement

3.1 Termination Upon Default

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

3.1.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

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

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

3.2 Liability Upon Termination

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

4. Contacts

CLEC agrees that it shall be ILEC's sole contact for all services provided hereunder to CLEC on behalf of the Last Mile Provider. The Parties agree that ILEC has no obligation to respond to requests from Last Mile Provider for information or services. The Parties agree to exchange and to update contact and referral information for all purposes herein, including but not limited to order inquiry, number porting, 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 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 its facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, the transferring Party will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed, provided that either Party may assign this Agreement to a corporate Affiliate or to 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. 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 and their respective successors, successors in interest 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 that he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. *INTENTIONALLY LEFT BLANK*

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or, if not set forth herein, in their respective applicable tariff(s). The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party")

all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the prior business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1) year old or that predate this Agreement. If a Party fails to bill for a service within one (1) year 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 invoiced to a Billed Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party may withhold payment of the disputed amount and notify the Billing Party it is withholding a disputed amount and the amount it is disputing ("Disputed Amount"). Within ninety (90) days of its receipt of the invoice containing such Disputed Amount, the Billed Party shall provide the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts on the invoice 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 Billed Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1½%) 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 suspend terminating traffic for the Billed Party if Disputed Amounts resolved to be due to the Billing Party are not paid within ninety (90) days after they are determined to be due, provided the Billing Party has given the Billed Party an additional thirty (30) days written notice and opportunity to cure the default. If the dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts on its next invoice following the date of resolution of the dispute.

9.3 Except for Disputed Amounts pursuant to Section 9.2 herein, the following shall apply:

9.3.1 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 (1½%) per month or (ii) the highest rate of interest that may be charged under South Carolina's applicable law.

9.3.2 If payment of undisputed amounts is not received thirty (30) days from the bill date, the Billing Party may provide written notice to the Billed Party that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date the Billed Party receives said notice. If the Billing Party does not refuse additional

applications for service on the date specified in the notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter refuse additional applications for service without further notice.

9.3.3 If the Billed Party fails to make any payment following the notice under Section 9.3.2, the Billing Party may thereafter, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), discontinue the provision of existing services to the Billed Party at any time thereafter unless the Billed Party pays all undisputed amounts due within said thirty (30) day period. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not discontinue the provision of the services involved on the date specified in the Discontinuance Notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter discontinue the provision of the services to the Billed Party without further notice.

9.3.4 If payment is not received within ninety (90) days after the Discontinuance Notice given under Section 9.3.3, the Billing Party may terminate this Agreement.

9.3.5 After disconnect procedures have begun, the Billing Party shall not accept any service orders from the Billed Party until all unpaid charges are paid in full and such funds are available to the Billing Party.

9.4 Billing Disputes of Paid Amounts

If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party ("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 (1) year after the receipt of a bill containing the Disputed Paid Amount ("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 obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing party will, within sixty (60) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 9.2.1 hereof.

9.5 Issues related to Disputed Amounts and Disputed Paid Amounts not resolved by the Parties 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.

9.6 Audits

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided 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. 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 and at single location designated by 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.

9.7 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 ("AMA") records made within each Party's network. However, each Party may use alternative methods to record and/or validate terminating usage such as SS7 traffic measurement and identification devices. The records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information.

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 ("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 Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, provided that, if the request or disclosure includes Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

11.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 11.1 above, 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 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. 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

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, 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 Proprietary 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.

13.2 Formal Dispute Resolution.

If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of 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 existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in

this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Entire Agreement

This Agreement, together with all exhibits, addenda, schedules and attachments hereto, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes 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. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

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 Event"). If any Force Majeure Event 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 condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

17. Good Faith Performance

In the performance of their obligations, the Parties shall act in good faith under this Agreement. 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 Act and the Public Utilities Commission of South Carolina and FCC's Rules and Regulations as amended, except insofar as state law may control any aspect of this

Agreement, in which case the domestic laws of the state of South Carolina, without regard to its conflict of laws principles, shall govern.

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

Notwithstanding any other provisions of this Agreement, neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party's End User Customers or other third parties.

21. Law Enforcement Interface

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

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

22. Liability and Indemnity

22.1 **DISCLAIMER**

EXCEPT AS 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 claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") by End User Customers of the Indemnifying Party and other third persons, including a Last Mile Provider, for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, its employees, agents or contractors; and

(2) 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 or an End User Customer.

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.

22.2.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims by End User Customers or other third persons for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, the Indemnifying Party will promptly assume the defense of such Claim.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after no less than ten (10) days prior notice to the Indemnifying 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 of such defense or settlement.

(2) The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnifying Party from or against, any Claims in excess of the amount of the refused compromise or settlement.

(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, 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 or actions of the other 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, 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 revenues 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.

22.4 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third person 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 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, expressed 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

All notices to be 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, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

To: **Sprint Communications Company L.P.**	To: **Farmers Telephone Cooperative, Inc.**
Sprint Manager, ICA Solutions P.O. Box 7954 Shawnee Mission, KS 66207-0954 or (overnight mail only) Mailstop: KSOPHA0310-3B268 6330 Sprint Parkway Overland Park, KS 66251 (913) 762-4847	Farmers Telephone Cooperative, Inc. P.O. Box 588 1101 East Main Street(overnight only) Kingstree, SC 29556 Attn: F.B. Erwin, Chief Executive Officer
With a copy to: Sprint Legal/Telecom Management Group P.O. Box 7966 Shawnee Mission, KS 66207-0966 or	With a copy to: McNair Law Firm, P.A. P.O. Box 11390 Columbia, SC 29211 Attn: Margaret M. Fox

(overnight mail only) Mailstop: KSOPHN0214-2A568 6450 Sprint Parkway Overland Park, KS 66251 (913) 315-9348	

or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight 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 either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of such 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 a Party's facilities or create hazards to the employees of either Party or to the public.

28. Change in Law

28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.

28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act 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 (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) a final non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be renegotiated in good faith and this Agreement shall be

amended accordingly to reflect the pricing, terms and conditions renegotiated by the Parties to reflect each such Amended Rule.

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. 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 rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

30. Taxes and Fees

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

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

32. Non-Waiver

Failure of either Party to insist on the 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. Bankruptcy

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

34. Last Mile Provider Notification

CLEC shall notify ILEC of each Last Mile Provider that has contracted with CLEC to provide physical interconnection, thirty (30) days prior to delivering traffic to ILEC.

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

Farmers Telephone Cooperative, Inc.	**Sprint Communications Company L.P.**
By:	**By:**
Name: F. Bradley Erwin	**Name:** Gary Lindsey
Title: Chief Executive Officer	**Title:** Director - Access Solutions
Date: 8/30/07	**Date:** 8/29/07

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 as 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 calling 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.

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 COMMISSION.

The South Carolina Public Service Commission.

2.10 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 carries the actual voice or data content of the call.

2.11 DIGITAL SIGNAL LEVEL 1 (DS1).

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

2.12 DIGITAL SIGNAL LEVEL 3 (DS3).

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

2.13 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.

2.14 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which 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.

2.15 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 or through a Party by a Last Mile Provider.

2.16 END USER CUSTOMER LOCATION.

The physical location of the premises where an End User Customer makes use of Telephone Exchange Service and that has a record in the 911 ALI database.

2.17 EXCHANGE AREA.

Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.

2.18 FCC.

The Federal Communications Commission.

2.19 INFORMATION SERVICE.

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

2.20 INTEREXCHANGE CARRIER (IXC).

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

2.21 INTERLATA TRAFFIC.

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

2.22 INTRALATA TRAFFIC.

Telecommunications toll traffic that originates and terminates in the same LATA.

2.23 INTERNET PROTOCOL CONNECTION (IPC).

The physical location where end-user information is originated or terminated utilizing internet protocol.

2.24 ISDN USER PART (ISUP).

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

2.25 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 area within the local/EAS exchange 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 exchange will be considered switched toll traffic and subject to access charges. VoIP or IP-Enabled Traffic is not ISP-Bound Traffic.

2.26 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.27 LAST MILE PROVIDER.

A Last Mile Provider is any entity that owns a physical wireline connection between the End User Customer and CLEC and has an agreement with CLEC. The Last Mile Provider shall provide non-nomadic services and shall be subject at minimum to applicable USF and 911 payment obligations.

2.28 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.29 LOCAL/EAS TRAFFIC.

Any call, including VoIP or IP-Enabled 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 (*e.g.*, Extended Area Service (EAS) exchanges) associated with the originating End User Customer's exchange. The terms "Exchange" and "Extended Area Service (EAS)" shall be as defined in ILEC's General Subscriber Services tariff.

2.30 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.

2.31 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.32 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.

2.33 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 Central Office code and a 4-digit line number.

2.34 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.

2.35 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.

2.36 POINT OF INTERCONNECTION (POI).

The physical location(s) mutually agreed upon and designated by the Parties for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic on a technically feasible point on ILEC network. Each Party shall be responsible for all costs on its respective side of the POI.

2.37 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission 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.

2.38 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.

2.39 SIGNALING SYSTEM 7 (SS7).

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

2.40 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.

2.41 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 points of presence, and to provide Switched Access Services.

2.42 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on CLEC's network, and is transported through the other Party's Tandem to the Central Office of a CLEC, Commercial Mobile Radio Service ("CMRS") carrier, ILEC or other LEC, where the homing arrangement for 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.

2.43 TARIFF.

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

2.44 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. 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.

2.45 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.

2.46 TELECOMMUNICATIONS SERVICE.

Telecommunications Service is as defined in 47 U.S.C. § 153(46).

2.47 TELECOMMUNICATIONS TRAFFIC.

"Telecommunications Traffic" is as defined in 47 C.F. R. § 51.701(b)(1) and is traffic subject to reciprocal compensation under 47 U.S.C. § 251(b)(5).

2.48 TELEPHONE EXCHANGE SERVICE.

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

2.49 VOICE OVER INTERNET PROTOCOL (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 Traffic includes:

(i) Voice traffic originating on an 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 an IPC.

Interconnection Attachment

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/EAS Traffic and ISP-Bound Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party physically located in the same Exchange Area, where each Party directly provides Telephone Exchange Service or has an arrangement with the Last Mile Provider to provide equivalent type 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 Telecommunications Traffic between the respective End User Customers of the Parties pursuant to §§ 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchanged.

1.3 Responsibility for Traffic

1.3.1 CLEC is responsible for all traffic that CLEC delivers to ILEC including but not limited to voice traffic, IP-Enabled Traffic, ISP-Bound Traffic and toll traffic. CLEC shall not provision any of its services in a manner that permits the circumvention of applicable switched access charges, by it or a Last Mile Provider. CLEC agrees to be responsible and pay for its portion of the Interconnection Facilities, Reciprocal Compensation and Access Charges associated with all traffic that CLEC terminates to ILEC. CLEC is the sole responsible Party with respect to all traffic terminated by CLEC to its End User Customers or to a Last Mile Provider.

1.3.2 Traffic originating from an Internet protocol ("IP") device other than at the End User's service location ("Nomadic Traffic") shall be prohibited under this Agreement unless otherwise certified in writing in advance by the Party sending the traffic to the other Party for termination. All uncertified Nomadic Traffic delivered by a Party shall be subject to access charges pursuant to ILEC's tariffed switched access rates.

1.3.3 CLEC provides telecommunications services under this Agreement to End User Customers both directly and indirectly. The Parties understand and agree that this Agreement will permit a Party to provide a wholesale service to a Last Mile Provider; however, under no circumstances shall such wholesale services be deemed, treated or compensated as a transit service. For purposes of this Agreement, CLEC's indirect service for traffic exchange is considered to be the provision of end office switching functions for the Last Mile Provider so it is not entitled to bill and ILEC is not obligated to pay any transit charges for such traffic.

1.3.4 Each Party agrees that it shall be responsible for implementing the proper Signaling and Signaling Parameters for determining the correct classification of traffic pursuant to Section 5 of this Attachment.

1.3.5 The Parties agree that 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. The Parties also agree that, 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 5 of this Attachment ("Unclassified Traffic").

1.3.6 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 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 1.3.8, herein below, shall apply with respect to the delivery of such traffic.

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

1.3.7.1 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 be permitted to investigate and identify the alleged Misclassified Traffic;

1.3.7.2 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 with respect to all Misclassified Traffic unless a written notice of dispute is provided by the originating Party in accordance with Section 1.3.7.4.

1.3.7.3 The Party originating traffic that has been determined to be 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.

1.3.7.4 If the originating Party disagrees with the terminating Party's determination that traffic has been misclassified, the originating Party, within sixty (60) days of its receipt of notification pursuant to Section 1.3.7.1 from terminating Party, will provide the terminating Party written notice of its dispute along with all documentation supporting its challenge to the originating Party's challenge of the terminating Party's claim. If the

Parties are not able to mutually agree as to the proper treatment of the traffic based upon the documentation produced, the Dispute Resolution procedures of Section 13 of this Agreement shall apply.

1.3.8 Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that an originating Party is delivering Misclassified Traffic making up more than two percent (2%) of the total traffic it is delivering during any consecutive three (3)-month period, such Party shall be in Default of this Agreement, subject to Section 3 of the General Terms and Conditions of this Agreement. To the extent that the Parties have enlisted the Dispute Resolution procedures pursuant to Section 1.3.7.4 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.

1.3.9 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, misidentified traffic, Misclassified Traffic and Unclassified Traffic. Such traffic maybe rerouted to toll trunk groups or properly identified.

1.3.10 Each Party 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.

2. Physical Connection

2.1 The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such Local/EAS and ISP-Bound Traffic, with the Point of Interconnection (POI) designated at the ILEC's North Sumter Tandem Switch (NSMTSCXA02T). Interconnection at the North Sumter Tandem Switch will give Sprint access to all ILEC End Office Switches in LATA 432 and 434.

2.2 The POI is the location where one Party's operational and financial responsibility begins, and the other Party's operational and financial responsibility ends for Local/EAS Traffic and ISP-Bound Traffic. Each Party will be financially responsible for all facilities and traffic located on its side of the POI.

2.3 The Direct Interconnection Facilities shall be provisioned as two-way interconnection trunks, where technically feasible. The dedicated interconnection

facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.

2.4 ILEC and CLEC may utilize existing and new Direct Interconnection Facilities procured in any wireline capacity for the mutual exchange of Local/EAS Traffic, ISP-Bound Traffic and toll traffic. Separate trunks shall be provisioned on the Direct Interconnection Facilities according to Section 2.5.1 and Section 2.5.2. If CLEC is purchasing a Direct Interconnection Facility of a DS3 or greater capacity, the charges for the Direct Interconnection Facility shall be apportioned based on the jurisdiction of the trunks provisioned on that facility.

2.5 Direct Interconnection Facilities

2.5.1 Local Interconnection Trunks

2.5.1.1 The Parties will establish a separate trunk group for the exchange of Local/EAS Traffic and ISP-Bound Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such Traffic. Neither Party will terminate IntraLATA or InterLATA toll traffic or originate untranslated traffic to service codes (*e.g.*, 800, 888) over Local Interconnection Trunks.

2.5.1.2 If the Parties' originated Local/EAS Traffic and ISP-Bound 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.

2.5.2 Toll Trunks

2.5.2.1 Toll traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such Toll and Access Traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from the Parties' respective tariffs will apply to the Access Trunks.

2.5.3 Fiber Meet Point

2.5.3.1 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 an interconnection point. Unless otherwise agreed, the POI for a Fiber Meet Point Arrangement shall be where the Parties

physically interconnect their networks *via* an optical fiber interface. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at the POI.

2.5.3.2 If CLEC elects to interconnect with ILEC 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/EAS Traffic and ISP-Bound Traffic *via* a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment.

2.5.3.3 Each Party shall, wholly at its own expense, procure, install and maintain the agreed-upon fiber optic equipment on its side of the Fiber Meet Point.

2.5.3.4 The Parties shall agree upon and designate a POI on the ILEC's network as a Fiber Meet Point, and ILEC shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the Fiber Meet Point.

2.5.3.5 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.

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

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

2.6 Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that the other Party is routing its originated traffic indirectly *via* a third party tandem not under the case of an emergency or temporary equipment failure, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days.

2.7 Facility Sizing:

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").

2.8 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.

2.9 CLEC shall be responsible for establishing 911 trunks with the designated 911 vendor. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable Tariff rates.

2.10 Interface Types:

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

2.11 Programming:

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

2.12 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.

3. Compensation

3.1 Facilities Compensation

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

3.1.2 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.

3.1.3 Sprint may use a third party carrier's facilities for purposes of establishing interconnection with ILEC at the POI. In such case, on behalf of Sprint, the third party carrier will connect dedicated facilities with ILEC at the POI. Sprint shall be responsible for the payment to any third party carrier for any charges associated with the facilities on the Sprint side of the POI. Where facilities are meet point facilities jointly provided by the third-party and ILEC, any portion of the facilities provided by ILEC will be provided at no charge to Sprint.

3.2 Traffic Termination Compensation

3.2.1 This Section 3.2 is expressly limited to the transport and termination of Local/EAS Traffic and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties in this Agreement. Both Parties agree that the traffic is roughly in balance and therefore compensation for Local/EAS Traffic and ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.

3.2.2 Compensation for toll/access traffic will be in accordance with each Party's access tariffs. In the event that CLEC does not have a filed access tariff for access service, CLEC agrees to utilize rates that do not exceed ILEC's tariffed access rates.

3.2.3 For Transit Traffic, the originating Party will be responsible for all transit charges. The Party providing the transiting switching function shall bill the originating Party for its originated Transit Traffic that is routed to the transiting provider for delivery to a third party, where the switch homing arrangement for NPA/NXX is designated as the transiting Party's tandem switch per the Local Exchange Routing Guide (LERG). The rate for Transit Traffic is listed in the Pricing Attachment of this Agreement. 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. Any Transit Traffic that is toll shall be governed by the ILEC's access tariffs.

3.3 For the purposes of this Agreement, Jurisdiction of IP-Enabled Traffic is determined by the physical location of the End User Customer originating IP-Enabled Traffic, which is the geographical location of the actual Internet Protocol

Connection (IPC) at the End User Customer's physical location, not the location where the call enters the Public Switched Telephone Network (PSTN). Signaling information associated with IP-Enabled Voice Traffic must comply with Section 5 of this Interconnection Attachment.

3.4 Neither Party shall represent toll traffic as Local/EAS Traffic or as ISP-Bound Traffic for purposes of determining compensation for the call.

4. Routing

4.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

4.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. Both Parties agree to only assign telephone numbers from an NPA-NXX Code(s) to an End User Customer at an End User Customer Location located inside the Rate Center with which the NPA-NXX Code(s) is associated, except in cases where either Party offers a Foreign Exchange Service. Neither Sprint nor the Last Mile Provider offer Foreign Exchange Service. For purposes of this Agreement, Foreign Exchange Service means a service provided over a dedicated facility to an End User Customer from an Exchange Area or Rate Center Area other than the Exchange Area or Rate Center Area from which the End User Customer would normally be served. Traffic associated with the FX customers shall be identified to the other Party and shall be subject to applicable access charges.

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

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

5. Signaling

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

5.1.1 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.

5.1.2 CPN that has not been altered.

5.1.3 CPN that is the same as the originating number.

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

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

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

5.3 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 95% of the calls. Signaling information shall be shared between the Parties at no charge to either Party.

5.4 Signaling Parameters:

ILEC and CLEC are required to provide each other with the proper industry standard signaling information (*e.g.* originating accurate CPN, JIP, and destination called party number, *etc.*) to enable each Party to issue bills in an accurate and timely fashion. For purposes of this Agreement, all Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, Charge Number, *etc.* All privacy indicators will be honored. In addition, each Party agrees that it is responsible for ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End User Customer that originated and/or dialed the call.

5.5 Grade of Service:

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

6. Network Management:

6.1 Protective Controls:

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

6.2 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.

6.3 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:

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

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

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

Local Number Portability (LNP) Attachment

Local Number Portability

1. General

1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. 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 before and after the port; and be served directly by ILEC, CLEC, or the Last Mile Provider.

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 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under 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 with the Number Portability Administration Center (NPAC) Service Management System (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.

For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier

responsibilities and perform queries on calls to telephone numbers with portable NXXs.

1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 CF.R. § 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. ILEC and CLEC 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 labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. 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 10-digit trigger order is a service order issued in advance of the porting of a number. A 10-digit 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"), CLEC may request a desired due date and time. These will be considered coordinated orders. CLEC must indicate a request for CHC on the LNP request form to request a coordinated order. ILEC will not apply a 10-digit trigger upon porting telephone numbers to CLEC network. Labor charges for CHCs are listed in the Pricing Attachment to this Agreement. ILEC offers two types of coordination:

2.1.1 Any Time:

Order to be worked anytime during the day on the due date but LEC must notify CLEC when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

2.2 If a LNP Coordinated Hot Cut is requested, CLEC will be required to call the ILEC forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. ILEC 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 time. Prior to the forty-eight (48) hour Coordination Call, ILEC will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the CLEC, it will be assumed that the CLEC is not ready and the order will not be completed on the requested due date and time. If CLEC does not contact ILEC within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

3.0 Late Notification Changes - Due Date, Coordination.

3.1 ILEC will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:

3.1.1 If ILEC personnel have to wait more than fifteen (15) minutes for CLEC to join the scheduled call for the CHC, then CLEC shall be responsible to reimburse LEC 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 CLEC contacts ILEC to reschedule the CHC call less than forty-eight (48) hours from the scheduled CHC call time, CLEC will be responsible to reimburse ILEC for all costs incurred to date on the CHC order.

3.1.3 Once the scheduled call is underway, and personnel from both CLEC and ILEC are present on the call, should CLEC incur a problem that would delay the conversion, ILEC will provide CLEC reasonable time (twenty (20) minutes or less) to cure the problem. However, any delay longer than twenty (20) minutes will result in ILEC charging CLEC 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 Both Parties are responsible for advising the NPAC of telephone numbers that it ports in 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 telephone 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 upon 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 processes.

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 Each Party is solely responsible for submitting local number portability requests to the other Party. Port requests from the Last Mile Provider will not be accepted.

Ancillary Services Attachment

1. 911/E-911 Arrangements

1.1 ILEC utilizes Verizon South, Inc. – SC ("Verizon") for the provision of 911/E-911 services. The CLEC is responsible for connecting to Verizon and populating Verizon's database. All relations between Verizon and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of Verizon.

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)

Verizon maintains the Street Address Guide and CLEC will contact Verizon directly to obtain the SAG.

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.

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

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

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

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

1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. 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 a reasonable volume of requests, the standard interval for address verification is one to two business days and two (2) business days for a full customer service record for up to twelve (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. The Parties also will discuss the development and introduction of a change management process.

1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information *via* Facsimile. Parties may mutually agree to add other forms of the information exchange such as email or Graphical User Interface (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.

2. ORDERING

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 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.

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 to this Agreement.

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.

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

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 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 of 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.*):

6.2.1.1 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.

6.2.1.2 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.

6.2.1.3 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 up to 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 within two (2) 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.

Pricing Attachment

Pricing for Farmers Telephone Cooperative, Inc.

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement.

A. Transport Rate:

1. Direct Trunk Transport Termination:

a) DS1	$ 64.68 / termination / month
b) DS3	$467.50 / termination / month

2. Direct Trunk Transport Facility:

a) DS1	$ 13.68 / mile / month
b) DS3	$110.39 / mile / month

3. Non-recurring Installation Charge $ 426.00 / order

B. Transit Traffic Rate: $ 0.007 / min.

C. General Charges:

1. Service Order (LSR)*	$ 17.00 / request
2. Service Order Cancellation Charge*	$ 5.00 / request
3. Expedited Due Date*	$ 32.00 / request
4. Order Change Charge*	$ 5.00 / request

5. Technical Labor

Install & Repair Technician:

Basic Time (normally scheduled hours)	$19.28 / ½ hr
Overtime (outside normally schld hrs on schld work day)	$28.93 / ½ hr
Premium Time (outside of scheduled work day)	$38.57 / ½ hr

Central Office Technician:

Basic Time (normally scheduled hours)	$19.55 / ½ hr
Overtime (outside normally schld hrs on schld work day)	$29.32 / ½ hr
Premium Time (outside of scheduled work day)	$39.09 / ½ hr

6. Rates and Charges for LNP Coordinated Hot Cut (CHC) — Per Sections 2 and 3 of the LNP Attachment, charged time will be in half hour increments for the personnel involved in the CHC at the rates in Section 5 above.

* These charges are reciprocal and apply to both ILEC and Sprint.

** Minimum 4 hours when a technician is called out during Premium Time.

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of	**)**
	)
	)
Petition for Arbitration of Interconnection	**)**
Agreement between Time Warner Cable	**)**
Information Services (South Carolina), LLC,	**)**
doing business as Time Warner Cable and	**)**
Farmers Telephone Cooperative, Inc.	**)**
	)

EXHIBIT 2

TIME WARNER CABLE'S JANUARY 20, 2011, LETTER

60 Columbus Circle
New York, NY 10023
Tel 212.364.8440
Fax 704.973.6222
maribeth.bailey@twcable.com

Maribeth Bailey
Sr. Director, Interconnection Policy, Regulatory

TIME WARNER CABLE

VIA OVERNIGHT MAIL

January 20, 2011

F.B. Erwin, Chief Executive Officer
Farmers Telephone Cooperative, Inc.
P.O. Box 588
1101 East Main Street
Kingstree, SC 29556

RE: *Request for Adoption of Interconnection Agreement*

Dear Mr. Erwin:

Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)") submits this letter to provide notice of its intention to adopt, pursuant to Section 252(i) of the Telecommunications Act of 1996, the South Carolina Interconnection Agreement ("Agreement") between Sprint Communications Company L.P. ("Sprint") and Farmers Telephone Cooperative, Inc. ("Farmers") approved by the South Carolina Public Service Commission on October 3, 2007. TWCIS (SC) agrees to adopt the Farmers and Sprint Agreement in its entirety and upon the same rates, terms, and conditions as those provided in the Agreement. For your convenience, I am enclosing a proposed Agreement of Adoption that would serve to effectuate TWCIS (SC)'s adoption request.

Please contact me as soon as possible to advise us of Farmers' process and timeline for finalizing TWCIS (SC)'s adoption of the Agreement. Thank you.

Sincerely,

Maribeth Bailey

Maribeth Bailey

AGREEMENT OF ADOPTION

This Agreement of Adoption (the "Agreement"), dated _____, is entered into by and between Farmers Telephone Cooperative, Inc. ("Farmers") and Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). Farmers and TWCIS (SC) may be referred to individually as a "Party" and collectively as the "Parties".

NOW THEREFORE, the Parties agree as follows:

1. AGREEMENT OF ADOPTION

By TWCIS (SC)'s countersignature below, TWCIS (SC) hereby adopts and agrees to be bound by the terms and conditions of the Interconnection Agreement by and between Farmers Telephone Cooperative, Inc. and Sprint Communications Company L.P. ("Sprint") with an effective date of September 1, 2007 (the "Adopted Agreement") as that agreement exists on the date hereof. The Adopted Agreement was approved by the South Carolina Public Service Commission (the "Commission") by Order Approving Agreement on October 3, 2007.

As the terms and conditions of the Adopted Agreement are being adopted by TWCIS (SC) pursuant to Section 252(i) of the Act, Farmers does not provide such terms and conditions to TWCIS (SC) as either a voluntary or negotiated agreement. Farmers performance of the Agreement does not in any way constitute a waiver by Farmers of any position as to the Agreement or a portion thereof, nor does it constitute a waiver by Farmers of any rights and remedies it may have to seek review of the Agreement or to seek review in any way of any provisions included in the Agreement as a result of TWCIS (SC)'s adoption.

All services provided under this Agreement will be consistent with the decisions of the Federal Communications Commission, the Commission, and the courts having jurisdiction over this Agreement.

2. PARTIES:

TWCIS (SC) is hereby substituted in the Adopted Agreement for Sprint Communications Company L.P. and Farmers shall remain as the other Party (the "ILEC") to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The Agreement will become effective upon execution of both Parties with the date of the second signature (the "Effective Date"), and, unless earlier terminated in accordance with its terms, will continue in force until as set forth in Section 1 of the Adopted Agreement. The Parties shall file this Agreement with Commission promptly upon full execution of the Agreement by the Parties.

4. NOTICES:

Except as otherwise provided, all notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person, or overnight courier, or deposited in the United States mail, postage prepaid, and addressed as follows:

To Farmers:

Farmers Telephone Cooperative, Inc.
P.O. Box 588
1101 East Main Street (overnight only)
Kingstree, SC 29556

Attn: F.B. Erwin, Chief Executive Order

With copy:

McNair Law Firm, P.A.
P.O. Box 11390
Columbia, SC 29211

Attn: Margaret M. Fox

To TWCIS (SC):

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8482
Facsimile: 704-973-6239
Email: julie.laine@twcable.com

With copy:

Maribeth Bailey
Senior Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8440
Facsimile: 704-973-6222
Email: Maribeth.bailey@twcable.com

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

Farmers Telephone Cooperative, Inc.	Time Warner Cable Information Services (South Carolina), LLC
By: _____	By: _____
Name: _____	Name: David Flessas
Title: _____	Title: SVP, Technical Operations
Date: _____	Date: _____

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of	**)**
	)
	)
Petition for Arbitration of Interconnection	**)**
Agreement between Time Warner Cable	**)**
Information Services (South Carolina), LLC,	**)**
doing business as Time Warner Cable and	**)**
Farmers Telephone Cooperative, Inc.	**)**
	)

EXHIBIT 3

CHASE'S FEBRUARY 17, 2011 LETTER

John Staurulakis
INCORPORATED

6849 Peachtree Dunwoody Road
Building B-3, Suite 200, Atlanta, Georgia 30328
phone: 770-569-2105, fax: 770-410-1608

February 17, 2011

VIA ELECTRONIC MAIL & US MAIL

Ms. Maribeth Bailey
Sr. Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023

Re: *Request for Adoption of Interconnection Agreement*

Dear Ms. Bailey:

I am writing this letter on behalf of my clients Farmers Telephone Cooperative, Inc. ("Farmers"), Fort Mill Telephone Company ("Fort Mill"), Home Telephone Company ("Home") and PBT, Inc. ("PBT") in response to your letter dated January 20, 2011 in which Time Warner Cable Information Services (South Carolina), LLC ("TWCIS (SC)") requests to adopt, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), the Interconnection Agreement negotiated by and between each of the above-mentioned companies and Sprint Communications Company, LP ("Sprint").

It is our understanding that TWCIS (SC) is not a Telecommunications Carrier as defined in 47 U.S.C. §153 (44) of the Act and, therefore, that TWCIS (SC) is not eligible to adopt this agreement pursuant to Section 252(i) of the Act.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Lans Chase

Lans Chase
Staff Director – Regulatory Affairs
John Staurulakis, Inc.

cc: F.B Erwin, Farmers Telephone Cooperative, Inc.
Matt Dosch, Fort Mill Telephone Company
Keith Oliver, Home Telephone Company
Ben Spearman, PBT, Inc.

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of	**)**
	)
	)
Petition for Arbitration of Interconnection	**)**
Agreement between Time Warner Cable	**)**
Information Services (South Carolina), LLC,	**)**
doing business as Time Warner Cable and	**)**
Farmers Telephone Cooperative, Inc.	**)**
	)

EXHIBIT 4

CHASE'S APRIL 19, 2011 EMAIL

From: Lans Chase [mailto:lchase@jsitel.com]
Sent: Tuesday, April 19, 2011 12:46 PM
To: Bailey, Maribeth
Cc: Laine, Julie; Mark Ozanick
Subject: SC RLECs

Maribeth,

Since I was not able to be on the conference call last week, I have followed-up with Peg Fox and Mark Ozanick to discuss the issue. It is my understanding that you asked for us to clarify our position regarding TWCIS's request to adopt the Sprint ICA. We have reviewed the Order in the consolidated dockets (2008-325-C, 2008-326-C, 2008-327-C, 2008-328-C, and 2008-329-C) as well as Douglas Meredith's testimony and our position has not changed. We believe that pages 22-30 of Mr. Meredith's testimony clearly lays out our position.

Thanks,
Lans

Lans Chase
Staff Director - Regulatory Affairs
John Staurulakis, Inc.
www.jsitel.com
6849 Peachtree-Dunwoody Rd.
Bldg B-3, Suite 200
Atlanta, GA 30328
(770) 569-2105 - Office
(678) 575-1453 - Mobile
(770) 410-1608 - Fax

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BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In Re:	)	
	)	
Petition for Arbitration of	)	
Interconnection Agreement between	)	**CERTIFICATE OF SERVICE**
Time Warner Cable Information	)	
Services (South Carolina), LLC,	)	
doing business as Time Warner	)	
Cable and Farmers Telephone	)	
Cooperative, Inc.	)	

This is to certify that I, Leslie L. Allen, a legal assistant with the law firm of Robinson, McFadden & Moore, P.C., have this day caused to be served upon the person(s) named below the **PETITION FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT** in the foregoing matter by causing a copy of same to be delivered as follows:

Via Federal Express
Overnight Delivery
(shipped June 13, 2011)

F. Bradley Erwin, Chief Executive Officer
Farmers Telephone Cooperative, Inc.
1101 East Main Street
P.O. Box 588
Kingstree, SC 29556

Via Hand Delivery
(delivered on June 14, 2011)

M. John Bowen, Jr., Esquire
Margaret M. Fox, Esquire
McNair Law Firm, P.A.
1221 Main Street, Suite 1800
Columbia, SC 29201

Dan F. Arnett, Chief of Staff
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201

Dated at Columbia, South Carolina this 14th day of June, 2011.

Leslie Allen

Leslie L. Allen