COM-42646

INTERCONNECTION AGREEMENT- UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Between

TDS TELECOM

and

COMCAST Phone of New Hampshire, LLC
d/b/a Comcast Digital Phone

TABLE OF CONTENTS

1. INTRODUCTION AND SCOPE OF AGREEMENT 4
2. DEFINITIONS 5
3. EFFECTIVE DATE 14
4. INTERVENING LAW 14
5. TERM OF AGREEMENT 14
6. ASSIGNMENT 16
7. DELEGATION TO AFFILIATE 16
8. CONFIDENTIALITY AND PROPRIETARY INFORMATION 17
9. LIABILITY AND INDEMNIFICATION 21
10. REMEDIES 22
11. INTELLECTUAL PROPERTY 23
12. INDEMNITY 23
13. OSHA STATEMENT 26
14. DEPOSITS 26
15. BILLING AND PAYMENT OF RATES AND CHARGES 27
16. DISPUTE RESOLUTION 28
17. TERMINATION OF SERVICE TO CLEC 31
18. NOTICES 32
19. TAXES 34
20. FORCE MAJEURE 35
21. PUBLICITY 36
22. NETWORK MAINTENANCE AND MANAGEMENT 36
23. LAW ENFORCEMENT AND CIVIL PROCESS 38
24. CHANGES IN SUBSCRIBER CARRIER SELECTION 38
25. AMENDMENTS OR WAIVERS 39
26. GENERAL RESPONSIBILITIES OF THE PARTIES 39
27. AUTHORITY 42
28. BINDING EFFECT 42
29. CONSENT 42
30. EXPENSES 42
31. HEADINGS 43
32. RELATIONSHIP OF PARTIES/INDEPENDANT CONTRACTOR 43
33. MULTIPLE COUNTERPARTS 43
34. THIRD PARTY BENEFICIARIES 44
35. REGULATORY APPROVAL 44
36. REGULATORY AUTHORITY 44
37. COMPLIANCE AND CERTIFICATION 44
38. AUDITS 45
39. COMPLETE TERMS 46
40. COOPERATION ON PREVENTING END USER FRAUD 47
41. NOTICE OF NETWORK CHANGES 47
42. GOOD FAITH PERFORMANCE 47
43. GOVERNMENTAL COMPLIANCE 47
44. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 48
45. SUBCONTRACTING 49
46. REFERENCED DOCUMENTS 49
47. SEVERABILITY 50
48. SURVIVAL OF OBLIGATIONS 51
49. GOVERNING LAW 51
50. OTHER REQUIREMENTS 51

51. APPENDICES INCORPORATED BY REFERENCE 52
52. CUSTOMER INQUIRIES 53
53. DISCLAIMER OF WARRANTIES 54

INTERCONNECTION AGREEMENT

This Interconnection Agreement - under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") is dated as of [redacted], 2008 by and between TDS Telecommunications Corporation, a Delaware corporation, as agent for the New Hampshire operating companies listed in Appendix A, ("TDS TELECOM") and, Comcast Phone of New Hampshire, LLC, d/b/a Comcast Digital Phone, ("COMCAST"), a Delaware Limited Liability Company, with its principal place of business at One Comcast Center, Philadelphia, PA 19103.

WHEREAS, the Parties desire to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and/or business End Users in the state of New Hampshire; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and facilities and provide to each other services as required by Sections 251(a) and (b) of the Telecommunications Act of 1996 as specifically set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement COMCAST and TDS TELECOM hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION AND SCOPE OF AGREEMENT

1.1 Pursuant to Sections 251(a) and (b) of the Telecommunications Act of 1996 ("Act"), this Agreement sets forth the terms and conditions for the interconnection of COMCAST's network to TDS TELECOM's network, compensation for the transport and termination of telecommunications traffic between TDS TELECOM and COMCAST, and the provision of ancillary functions by TDS TELECOM and COMCAST.

1.2 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived any applicable

exemptions that are provided by or available under the Act, including but not limited to those described in 47 USC 251(f), or under state law, if any.

1.3 Either Party may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.

2. DEFINITIONS

2.1 Capitalized Terms used in this Agreement shall have the respective meanings specified below, in Section 2.2.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

2.2 GENERAL DEFINITIONS

2.2.1 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

2.2.2 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.2.3 **Intentionally left blank.**

2.2.4 **"Affiliate"** is As Defined in the Act.

2.2.5 **"Alternate Billing Service (ABS)"** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

2.2.6 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

2.2.7 **"As Defined in the Act"** means as specifically defined by the Act.

2.2.8 **"As Described in the Act"** means as described in or required by the Act.

2.2.9 **"Automatic Message Accounting"** (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message

Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

2.2.10 **"Business Day"** means Monday through Friday, excluding holidays observed by either Party. A list of recognized holidays will be exchanged between the Parties. Either Party will provide notice of any changes to the recognized holidays.

2.2.11 **"Calling Party Number"** (**CPN**) means a Signaling System 7 "SS7" parameter whereby the seven (7) or ten (10) digit number of the calling Party is forwarded from the End Office.

2.2.12 **"Central Office switch"** (**Central Office**) is a switching entity within the public switched telecommunications network, including but not limited to:

2.2.12.1 **"End Office Switch" or "End Office"** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

2.2.12.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

2.2.13 **"Commission"** means the New Hampshire Public Utilities Commission.

2.2.14 **"Common Channel Signaling"** (**CCS**) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

2.2.15 **"Common Language Location Identifier"** (**CLLI**) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

2.2.16 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of

whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

2.2.17 **"Custom Local Area Signaling Service Features" (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

2.2.18 **"Customer"** or **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.2.19 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

2.2.19.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

2.2.19.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

2.2.19.3 any Force Majeure Event.

2.2.20 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

2.2.21 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.

2.2.21.1 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

2.2.21.2 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.2.21.3 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.2.22 **"Exchange Access"** is As Defined in the Act.

2.2.23 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

2.2.24 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.

2.2.25 **"FCC"** means the Federal Communications Commission.

2.2.26 **"Feature Group D" (FG-D)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

2.2.27 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, which is the demarcation point for each Party's financial and operational responsibility.

2.2.28 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

2.2.29 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.

2.2.30 **"Indirect Interconnection"** provides for network interconnection between the Parties through a third party tandem provider performing a transit function.

2.2.31 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data.

2.2.32 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

2.2.33 **"Interconnection"** is As Defined in the Act.

2.2.34 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk

groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

2.2.35 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

2.2.36 **"InterLATA"** is As Defined in the Act.

2.2.37 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

2.2.38 **Intentionally left blank**.

2.2.39 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission. Optional extended local calling area service within a LATA is IntraLATA Toll Traffic, with the exception of Optional Local Measured Calling Service in effect in TDS Telecom's tariffs as of the Effective date of this Agreement.

2.2.40 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

2.2.41 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

2.2.42 **"Local Access Transport Area" (LATA)** is As Defined in the Act.

2.2.43 **"Local Traffic"**, for purposes of intercarrier compensation, is Telecommunications traffic originated by a End User Customer of one Party in an exchange on that Party's network and terminated to a End User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating customer's exchange as defined by TDS

TELECOM's applicable local exchange tariff. Local Traffic does not include: (1) any ISP-Bound Traffic; (2) traffic that does not originate and terminate within the same TDS TELECOM local calling area as such local calling area is defined by TDS TELECOM's applicable local exchange tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) optional extended local calling area traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.

2.2.44 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.

2.2.45 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as equipment designations.

2.2.46 **"Local Number Portability" (LNP)** is as defined by the Act.

2.2.47 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

2.2.48 **"Loss"** or **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

2.2.49 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

2.2.50 **"Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the

appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

2.2.51 **"Multiple Bill/Single Tariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).

2.2.52 **"Mutual Compensation"** is the compensation agreed upon by the Parties for "Local Calls" that originate on one network and terminate on the other network.

2.2.53 **"North American Numbering Plan" (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

2.2.54 **"Number Portability"** is As Defined in the Act.

2.2.55 **"Numbering Plan Area" (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs that correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 or 8xx format, e.g., 800, 866, 877 or 888.

2.2.56 **"NXX" or "Central Office Code"** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

2.2.57 **"Ordering and Billing Forum" (OBF)** is a forum comprised of local telephone companies and interexchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

2.2.58 **"Party"** means either COMCAST or TDS TELECOM that is a party to this Agreement. **"Parties"** means both COMCAST and TDS TELECOM.

2.2.59 **Intentionally left blank.**

2.2.60 **"Point of Interconnection" (POI)** is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection and serve as the operational responsibility hand-off between the Parties' networks. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.

2.2.61 **"Rate Center"** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

2.2.62 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.

2.2.63 **"Referral Announcement"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

2.2.64 **Intentionally Left Blank.**
2.2.65 **Intentionally Left Blank.**

2.2.66 **Signaling Transport Signal level (STS-n)** is an electrical signal that is converted to or from SONET's optically based signal. Level 1 is 51.84 Mb/s or the electrical equivalent to OC-1 optical signal, level 2 is 155.52 Mb/s or the electrical equivalent to OC-3.

2.2.67 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.

2.2.68 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/8xx access, and 900 access and their successors or similar Switched Exchange Access Services.

2.2.69 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from

multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

2.2.70 "**Tandem Transit Traffic**" is defined as local traffic or ISP-bound traffic originated on one Party's network, transited through the other Party's network, and terminated to a third party telecommunications carrier's network or that is originated on a third party telecommunications carrier's network, transited through a Party's network and terminated to the other Party's network. For purposes of this Agreement, Tandem Transit Traffic does not include overflow traffic between the Parties that is routed through a third party tandem provider.

2.2.71 **"Telecommunications"** is As Defined in the Act.

2.2.72 **"Telecommunications Carrier"** is As Defined in the Act.

2.2.73 **"Telecommunications Service"** is As Defined in the Act.

2.2.74 **"Telephone Exchange Service"** is As Defined in the Act.

2.2.75 **"Telephone Toll Service"** is As Defined in the Act.

2.2.76 **"Trunk"** means a communication line between two switching systems.

2.2.77 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

2.3 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to." The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3. EFFECTIVE DATE

3.1 This Agreement becomes effective ("Effective Date") only if (1) the Commission has determined in an arbitration or other appropriate proceeding that COMCAST is a telecommunications carrier in the state of ( ) entitled to interconnection with TDS TELECOM pursuant to Section 251 of the Act and that the services COMCAST will be providing by way of the interconnection are telecommunications services; (~~1~~2) when executed by each Party and after approval by the Commission under Section 252(e) of the Act; or (~~2~~3) absent such Commission approval, by operation of law pursuant to Section 252(e)(4) of the Act.

4. INTERVENING LAW

4.1 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based upon 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 amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, Commission or court decision pursuant to dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

5. TERM OF AGREEMENT

5.1 This Agreement will become effective as of the Effective Date stated above, and unless terminated earlier in accordance with the terms hereof, shall continue in effect until [redacted] (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

5.2 Notwithstanding any other provision of this Agreement, either Party (the "Terminating Party") may terminate this Agreement and the provision of any Interconnection, functions, facilities, products or services provided pursuant to this Agreement in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party (i) fails to cure such nonperformance or breach within forty-five (45) calendar days after receiving written notice thereof pursuant to this Section 5.2; and (ii) has not commenced a dispute regarding the subject of the breach pursuant to Sec tion 16.2.1 within the same forty-five (45) calendar days; and (iii) fails to obtain and provide to the Terminating Party within that same forty-five (45) calendar days an Order by the Commission prohibiting or delaying such termination. Any termination pursuant to this Section 5.2 shall take effect on or after the forty-fifth (45th) calendar day where conditions (i), (ii), and (iii) above pertain.

5.3 Upon the expiration of the Initial Term or any time thereafter, either Party may terminate this Agreement by providing written notice to the other Party of its intention to terminate, such written notice to be received at least ninety (90) days in advance of the date of termination. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.3 other than its obligations under Sections 5.4, 5.5, 5.6 and 5.7.

5.4 Upon termination or expiration of this Agreement in accordance with Section 5.2:

5.4.1 Each Party shall continue to comply with its obligations set forth in Section 44; and

5.4.2 Each Party shall promptly pay all amounts owed under this Agreement, or follow the procedures for billing disputes as set forth herein.

5.4.3 Each Party's confidentiality obligations shall survive; and

5.4.4 Each Party 's indemnification obligations shall survive.

5.5 In the event of termination of this Agreement pursuant to Section 5.3, where neither Party has requested renegotiation under Section 5.6, TDS TELECOM and COMCAST shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that each Party shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

5.6 If either Party terminates this Agreement pursuant to Section 5.3, the other Party may request renegotiation of the Agreement by providing written notice thereof to the terminating Party within thirty (30) days of the other Party's receipt of the

termination notice. Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

5.7 If either Party requests renegotiation of this Agreement pursuant to Sections 4.1 or 5.6 above, the rates, terms and conditions of this Agreement shall continue in full force and effect until the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; provided, however, when a successor agreement becomes effective and the Parties agree that the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement. Notwithstanding the forgoing, no retroactive true-up shall be made for any charges that were incurred more than twelve (12) months prior to the true-up date.

6. ASSIGNMENT

6.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement without the consent of the other Party to any Affiliate, provided the obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

6.2 Each Party will notify the other in writing not less than thirty (30) days in advance of anticipated assignment.

7. DELEGATION TO AFFILIATE

7.1 Each Party may, without the consent of the other Party, fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has

the authority to cause such Affiliate to perform such obligation and such Affiliate will have the licensure, certification, and all other legal authority required to accomplish the delegated performance.

8. CONFIDENTIALITY AND PROPRIETARY INFORMATION

8.1 For the purposes of this Agreement, "Proprietary Information" means confidential or proprietary technical or business information given by one Party ("the Disclosing Party") or its agent, employee, representative or Affiliate to the other Party ("the Receiving Party") in connection with this Agreement, during negotiations and the term of this Agreement:

8.1.1 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" however, regardless of whether so marked, any non-public information which, because of legends or other markings, the circumstances of disclosure or the information itself, is otherwise reasonably understood by the Receiving Party to be proprietary and confidential to the Disclosing Party, shall be deemed to be Proprietary Information; or

8.1.2 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 8, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

8.2 <u>Proprietary Information Shall be Held in Confidence</u>

8.2.1 Each Receiving Party agrees that:

8.2.1.1 all Proprietary Information communicated to it or any of its agents, attorneys, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, attorneys, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

8.2.1.2 it will not, and it will not permit any of its agents, attorneys, employees, representatives and Affiliates to disclose such Proprietary Information to any non-party to this Agreement ("Third Party");

8.2.1.3 it will disclose Proprietary Information only to those of its agents, attorneys, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

8.2.1.4 it will, and will cause each of its agents, attorneys, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

8.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, attorneys, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

8.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 8.5 and (ii) reasonably necessary to perform its obligations under this Agreement.

8.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

8.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

8.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

8.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to

such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

8.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

8.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

8.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

8.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 8.5.

8.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

8.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

8.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 8.4 with respect to all or part of such requirement.

8.4.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 8.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

8.5 Notwithstanding any of the foregoing, each Party shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to a Disclosing Party's activities under the Act if the Party has provided reasonable prior written notice to the other Party and obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

8.6 Return of Proprietary Information

8.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

8.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

8.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary

Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

8.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

8.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

8.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing in this Section 8 shall obligate either Party to disclose to the other Party any particular information.

8.10 The Parties agree that an impending or existing violation of any provision of this Section 8 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 8 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

9. LIABILITY AND INDEMNIFICATION

9.1 Limitation of Liabilities

9.1.1 Except for indemnity obligations expressly set forth herein, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount TDS TELECOM or COMCAST has charged or would

have charged to the other Party for the affected Interconnection, functions, facilities, products and service(s) that were not performed or were improperly performed.

9.1.2 Except for losses alleged or made by an end user of either Party, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

9.2 NO CONSEQUENTIAL DAMAGES

9.2.1 NEITHER COMCAST NOR TDS TELECOM WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTIES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT TDS TELECOM's OR COMCAST's LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); AND (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY TDS TELECOM's OR COMCAST's NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

10. REMEDIES

10.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

11. INTELLECTUAL PROPERTY

11.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

12. INDEMNITY

12.1 Except as otherwise expressly provided herein, and to the extent not prohibited by Applicable Law, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

12.2 A Party (the **"Indemnifying Party"**) shall defend, indemnify and hold harmless the other Party **("Indemnified Party")** against any claim or Loss arising from the Indemnifying Party's use of Interconnection, functions, facilities, products and services provided under this Agreement involving:

12.2.1 Any claim or Loss arising from such Indemnifying Party's use of Interconnection, functions, facilities, products and services offered under this Agreement, involving any claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

12.2.2 The foregoing includes any claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, facilities, products or services provided hereunder and all other claims

arising out of any act or omission of the End User in the course of using any Interconnection, functions, facilities, products or services provided pursuant to this Agreement.

12.2.3 The foregoing includes any Losses arising from claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

12.2.3.1 where an Indemnified Party or its End User modifies Interconnection, functions, facilities, products or services; provided under this Agreement without authorization of the Indemnifying Party; and

12.2.3.2 no infringement would have occurred without such modification.

12.3 Consistent with and subject to the waiver of subrogation set forth under Section 26.6.2, COMCAST shall reimburse TDS TELECOM for damages to TDS TELECOM's facilities utilized to provide Interconnection hereunder caused by the negligence or willful act of COMCAST, its agents or subcontractors or COMCAST's End User or resulting from COMCAST's improper use of TDS TELECOM's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by COMCAST, its agents or subcontractors or COMCAST's End User. Upon reimbursement for damages, TDS TELECOM will cooperate with COMCAST in prosecuting a claim against the person causing such damage. COMCAST shall be subrogated to the right of recovery by TDS TELECOM for the damages to the extent of such payment.

12.4 Consistent with and subject to the waiver of subrogation set forth under Section 26.6.2, TDS TELECOM shall reimburse COMCAST for damages to COMCAST's facilities utilized to provide or access Interconnection hereunder caused by the negligence or willful act of TDS TELECOM, its agents or subcontractors or End User or resulting from TDS TELECOM's improper use of COMCAST's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by TDS TELECOM, its agents or subcontractors or TDS TELECOM's End User. Upon reimbursement for damages, COMCAST will cooperate with TDS TELECOM in prosecuting a claim against the person causing such damage. TDS TELECOM shall be subrogated to the right of recovery by COMCAST for the damages to the extent of such payment.

12.5 Obligation to Defend; Notice; Cooperation

12.5.1 Should a claim arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

12.5.2 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

12.5.3 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

12.6 At any time, an Indemnified Party will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the refusing Party against any cost or liability in excess of such refused compromise or settlement.

12.7 In the event the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party unless it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

12.8 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 8.

13. OSHA STATEMENT

13.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

14. DEPOSITS

14.1 The Parties will, in order to safeguard their interests, only require the billed Party which has a proven history of late payments, defined as two consecutive late payments within a twelve (12) month period, or does not have established credit to make a deposit, prior to or at any time after the provision of service, to be held by the billing Party as a guarantee of the payment of rates and charges. No such deposit will be required of the billed Party which is a successor of a company which has established credit and has no history of late payments to the billing Party. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the billed Party from complying with the billing Party's regulations as to the prompt payment of bills. At such time as the provision of the service to the billed Party is terminated, the amount of the deposit, plus any interest accrued on a cash deposit pursuant to Section 14.2 below, will be credited to the billed Party's account and any credit balance which may remain will be refunded.

14.2 Such a deposit will be refunded or credited to the billed Party's account when the billed Party has established credit or, in any event, after the billed Party has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the billed Party. In the case of a cash deposit, for the period the deposit is held by the billing Party, the billed Party will receive simple interest at the lower of: the rate of 1% per month (12% annually) or the highest rate allowed by applicable law. The rate will be calculated from the date the billed Party's deposit is received by the billing Party up to and including the date such deposit is credited to the billed Party's account or the date the deposit is refunded by the billing Party. Should a deposit be credited to the billed Party's

account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

15. BILLING AND PAYMENT OF RATES AND CHARGES

15.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

15.1.1 Remittance in full of all bills rendered by TDS TELECOM is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**).

15.1.2 Remittance in full of all bills rendered by COMCAST is due within thirty (30) calendar days of each bill date (the **"Bill Due Date"**).

15.1.3 If either Party fails to remit payment for any undisputed charges for services by the Bill Due Date, or if a payment or any portion of a payment is received after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed as provided in Section 15.1.3.1 as applicable.

15.1.3.1 If any charge incurred under this Agreement is Past Due by fifteen days or more, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, to and including the date that the payment is actually made and available.

15.2 If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall give written notice to the Billing Party of the amounts it disputes **("Disputed Amounts")** and include in such written notice the specific details and reasons for disputing each item listed in Section 16.3.1.1. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

15.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 16.

15.4 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

15.4.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute; and

15.4.2 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party for that portion of the Disputed Amounts resolved in favor of the Billing Party, together with any Late Payment Charges such Billing Party is entitled to receive pursuant to this Section.

15.5 Failure by the Non-Paying Party to pay any charges determined by final non-appealable order resulting from the dispute resolution process to be owed to the Billing Party within the time specified in the order or if no time is specified, then within the time set forth in Section 15.4.2 shall be grounds for termination of this Agreement.

15.6 If either Party request one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

15.7 Notwithstanding the foregoing, in no event shall the Billing Party be allowed to back bill any charge or charges more than twelve (12) months after the billing period in which the charges were incurred.

16. DISPUTE RESOLUTION

16.1 Finality of Disputes

16.1.1 Except as otherwise specifically provided in this Agreement, no claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

16.1.2 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this

Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach. Services as provided under this Agreement shall continue during the pendency of a dispute pursuant to this Section 16.

16.2 Commencing Dispute Resolution

16.2.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods each of which is described below:

16.2.1.1 Service Center;

16.2.1.2 Informal Dispute Resolution; and

16.2.1.3 Formal Dispute Resolution.

16.3 Service Center Dispute Resolution

16.3.1 The following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.

16.3.1.1 If the written notice given pursuant to Section 15.2 discloses that a dispute relates to billing, then the procedures set forth in this Section 16.3.1 shall be used and the dispute shall first be referred to the appropriate service center for resolution. In order to resolve a billing dispute, one Party shall furnish the other Party written notice of (i) the date of the bill in question, (ii) BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed, (vi) amount in question, and (vii) the reason that the Party disputes the billed amount.

16.3.1.2 The Parties shall attempt to resolve Disputed Amounts appearing on current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the disputing Party furnishes all requisite information and evidence under Section 16.3.1.1 by the Bill Due Date). If not resolved within thirty (30)

calendar days, upon request, the Parties will notify each other of the status of the dispute and the expected resolution date.

16.3.1.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. Either Party may initiate Informal Resolution of Disputes identified in Section 16.4 prior to initiating Formal Resolution of Disputes identified in Section 16.5 if the Parties are unable to resolve the Disputed Amounts.

16.4 Informal Resolution of Disputes

16.4.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 16.2 or Section 16.3, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will 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 the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

16.5 Formal Resolution of Disputes

16.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, re-negotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Commission. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 16.6.1.

16.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the

Act or the Commission with regard to procedures for the resolution of disputes arising out of this Agreement.

16.6 Arbitration

16.6.1 When both Parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be a person knowledgeable in the area of telecommunications. The place where each separate arbitration will be held will be Philadelphia, PA, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

17. TERMINATION OF SERVICE FOR NON-PAYMENT

17.1 Unless otherwise specified therein, Sections 17.1, 17.2, 17.3, and 17.4 shall apply to all charges billed for all products and services furnished under this Agreement.

17.2 Failure of a Party to pay charges or, by the due date, provide reasonably specific notice of any disputed charges, may be grounds for disconnection of Interconnection, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay by the Bill Due Date, any and all undisputed charges billed to them under this Agreement, including any Late Payment Charges as provided for in Section 15.1.3 or miscellaneous charges **("Unpaid Charges"),** and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all undisputed Unpaid Charges to the Billing Party.

17.3 Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 16 of this Agreement.

17.4 If any the Non-Paying Party's undisputed charges remain unpaid at the conclusion of the time period as set forth in Section 15.1.1 above (thirty (30) calendar days from the due date of such unpaid charges), the Billing Party will notify the Non-paying Party and the appropriate commission(s) in writing, that unless all charges are paid within thirty (30) calendar days from the date of such notice, all services rendered to may be disconnected in accordance with the appropriate commission(s) rules for discontinuance.

17.5 In the event the Billing Party discontinues service to the Non-Paying Party upon failure to pay undisputed charges only as provided in this section, the Billing Party will have no liability to the Non-Paying Party in the event of such disconnection.

17.6 After disconnect procedures have begun, the Billing Party will not accept service orders from the Non-Paying Party until all unpaid, undisputed charges are paid. The Non-Paying Party will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from the Billing Party) prior to resuming service after disconnect for nonpayment.

17.7 Beyond the specifically set out limitations in this section and the appropriate commission(s) rules, nothing herein will be interpreted to obligate the Billing Party to continue to provide service to any such end users or to limit any and all disconnection rights the Billing Party may have with regard to such end users.

17.8 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, such Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of notice of Unpaid Charges:

17.8.1 The Non-Paying Party shall notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed **("Disputed Amounts")** and the specific details listed in Section 16.3.1 of this Agreement, together with the reasons for its dispute; and

17.8.2 The Non-Paying Party shall immediately pay all undisputed Unpaid Charges.

18. NOTICES

18.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail and are deemed to have been given on the date received. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by

telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other.

18.2 Initial communications may be provided via email messages to the Parties set forth below. However, such e-mail communications shall be followed by one of the notice methods set forth above in Section 18.1, and notice shall be deemed given only pursuant to the terms of Section 18.1.

18.3 Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

If to COMCAST:

ATTN: Mr. Brian Rankin
Assistant General Counsel
One Comcast Center
Philadelphia, PA 19103
Phone: 215-286-7325
Fax: 215-286-5039
Email: Brian_Rankin@comcast.com

with a copy to:

Ms. Beth Choroser
Senior Director of Regulatory Compliance
One Comcast Center
Philadelphia, PA 19103
Phone: 215-286-7893
Fax: 215-286-5039
Email: beth_choroser@comcast.com

If to TDS TELECOM:

TDS TELECOM
ATTN: Carrier Relations
10025 Investment Dr., Suite 200
Knoxville, TN 37932
Fax: (865)966-4720
carrierrelations@tdstelecom.com

With a copy to:
TDS TELECOM

ATTN: Regulatory & Corporate Counsel
P.O. Box 5366
Madison, WI 53705-0366
Fax: (608) 664-4519
Peter.healy@tdstelecom.com

18.4 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for receipt of notices will be deemed effective ten (10) calendar days following receipt by the other Party.

19. TAXES

19.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from a purchasing Party by the providing Party, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.

19.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

19.3 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

19.4 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 19.2, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt of the exemption certificate or affidavit in accordance with Section 19.6.

19.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, including but not limited to Taxes levied on the providing Party's gross revenue or Taxes that do not apply to carrier's carrier revenue, then the providing Party will not collect such Tax. Where a Tax is required to be levied on the purchasing Party if the purchasing Party meets a *de minimis* threshold (e.g., the federal Universal Service Fund surcharge), the purchasing Party may be asked to supply the providing Party with a letter or form signed by an officer of the purchasing Party claiming an exemption.

19.6 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax. Where a Tax is required to be levied on the purchasing Party if the purchasing Party meets a *de minimis* threshold (e.g., the federal Universal Service Fund surcharge), the purchasing Party may be asked to supply the providing Party with a letter or form signed by an officer of the purchasing Party claiming an exemption.

19.7 With respect to any Tax or Tax controversy covered by this Section 19, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

19.8 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section shall be sent in accordance with Section 18 hereof.

20. FORCE MAJEURE

20.1 Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy,

fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, acts of terrorism, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

21. PUBLICITY

21.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party. This does not prohibit the use of valid comparison advertising.

21.2 Nothing in this Agreement shall grant, suggest, or imply any authority for either Party to use the name, trademarks, service marks, trade names, brand names, logos, proprietary trade dress or trade names, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's prior written authorization.

22. NETWORK MAINTENANCE AND MANAGEMENT

22.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state governments, etc.) to achieve this desired result.

22.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in

the network. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Each Party will maintain the right to implement protective network traffic management controls such as "cancel to" or "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

22.3 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

22.4 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users.

22.5 In the event of interference or impairment of the quality of service between services or facilities of COMCAST and TDS TELECOM the Parties agree to the following:

22.5.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.

22.5.2 The Parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either Party's products and services. However, the Parties acknowledge that multiple carriers and end users connect to each Party's network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of a Party be temporarily disconnected until the interference can be corrected.

22.5.3 If the Parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

23. LAW ENFORCEMENT AND CIVIL PROCESS

23.1 TDS TELECOM and COMCAST shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

23.1.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

23.1.2 Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request to the extent the receiving Party is able to do so; if response requires the assistance of the other Party such assistance will be provided.

23.1.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

24. CHANGES IN SUBSCRIBER CARRIER SELECTION

24.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996 and as

implemented by the relevant orders of the FCC. Pursuant to 47 C.F.R. Section 64.1120, neither Party may request to view an individual End-User authorization before releasing a customer service record (CSR) to the other Party, nor may such authorization be requested before processing a local service request (LSR).

25. AMENDMENTS OR WAIVERS

25.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. By entering into this Agreement, the Parties do not waive any right granted to them pursuant to the Act; however, 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 or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

25.2 At anytime during the effective term of this Agreement and upon request by the COMCAST, COMCAST shall be entitled to obtain from TDS TELECOM any interconnection agreement in its entirety provided by TDS TELECOM to any other telecommunications provider that has been filed and approved by the Commission on the same terms and conditions. The Parties agree that such terms and conditions shall be effective immediately upon request by the COMCAST.

26. GENERAL RESPONSIBILITIES OF THE PARTIES

26.1 TDS TELECOM and COMCAST shall each use commercially reasonable efforts to meet the Interconnection Activation Dates.

26.2 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format and to terminate the traffic it receives in that standard format to the proper address on its network.

26.3 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish

the facilities required to assure traffic completion to and from all End Users in their respective designated service areas.

26.4 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

26.5 Facilities-based carriers are responsible for administering their End User records in a LIDB.

26.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

26.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $1,000,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

26.6.2 Commercial General Liability insurance with minimum limits of: $5,000,000 General Aggregate limit; $1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $5,000,000 Products/Completed Operations Aggregate limit, with a $1,000,000 each occurrence sub-limit for Products/Completed Operations. The other Party must be named as an Additional Insured on the Commercial General Liability policy. Each Party agrees to waive its respective rights of subrogation in favor of the other Party on the Commercial General Liability policy.

26.6.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

26.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 26.6 through 26.6.3 of this Agreement provided that a Party may, with consent of the other Party, utilize a subcontractor with different limits of insurance if appropriate to the scope of work to be performed, consent not to be unreasonably withheld.

26.6.5 The Parties agree that companies affording the insurance coverage required under Section 26.6 shall have a rating of A- or better and a

Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

26.6.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

26.6.7 This Section 26.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

26.7 Upon the Parties' signature of this Agreement, the Parties shall exchange state-specific authorized and nationally recognized OCN/AOCNs for facilities-based Interconnection.

26.8 In the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AOCN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other identifier (collectively, a **"Party Change"**), changing Party shall submit written notice to the other Party within thirty (30) calendar days of the first action taken to implement such Party Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate the non-changed Party for the direct costs to be incurred to make the change to the applicable non-changed Party's databases, systems, records and/or recording announcement(s). In addition, the Party requesting the change shall compensate the other Party for any service order charges and/or service request charges associated with such Party Change. The Party's agreement to implement a Party Change is conditioned upon the requesting Party's agreement to pay all reasonable charges billed for such Party Change.

26.9 When an End User changes its service provider from TDS TELECOM to COMCAST or from COMCAST to TDS TELECOM and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish, upon request, a referral announcement **("Referral Announcement")** on the original telephone number that specifies the End User's new telephone number.

26.9.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its

tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

26.10 Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party.

27. AUTHORITY

27.1 Each person whose signature appears below represents that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

27.2 Each of the TDS TELECOM operating companies , for which this Agreement is executed represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire.

27.3 COMCAST represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. COMCAST represents that it has been certified to provide intrastate telecommunications in New Hampshire, including local exchange service, by the Commission prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

28. BINDING EFFECT

28.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

29. CONSENT

29.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld, conditioned or delayed.

30. EXPENSES

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

30.2 TDS TELECOM and COMCAST shall each be responsible for one-half (1/2) of any applicable expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

31. HEADINGS

31.1 The headings and number of Sections, Parts, Appendices, Schedules and Exhibits to this Agreement are inserted for convenience and identification only and will not be considered to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

32. RELATIONSHIP OF PARTIES/INDEPENDENT CONTRACTOR

32.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

32.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name 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.

33. MULTIPLE COUNTERPARTS

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

34. THIRD PARTY BENEFICIARIES

34.1 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. This Agreement shall not provide and will not be construed to provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

35. REGULATORY APPROVAL

35.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.

36. REGULATORY AUTHORITY

36.1 TDS TELECOM will be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. COMCAST will be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its obligations under this Agreement. COMCAST will reasonably cooperate with TDS TELECOM in obtaining and maintaining any required approvals for which TDS TELECOM is responsible, and TDS TELECOM will reasonably cooperate with COMCAST in obtaining and maintaining any required approvals for which COMCAST is responsible.

37. COMPLIANCE AND CERTIFICATION

37.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

37.2 Each Party represents that it has obtained all necessary state certification prior to ordering any Interconnection, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

37.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

38. AUDITS

38.1 Subject to the restrictions set forth in Section 8 and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least ten percent (10%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least ten percent (10%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

38.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

38.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties. If an independent

auditor is to be engaged, the Parties shall select an auditor by the thirtieth (30th) day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. Audits shall be performed at Auditing Party's expense.

38.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

38.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

38.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 15.1.3.1 for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

38.1.6 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in this section. Any additional audit shall be at the requesting Party's expense.

39. COMPLETE TERMS

39.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

40. COOPERATION ON PREVENTING END USER FRAUD

40.1 Neither Party shall be liable for any fraud associated with the other Party's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three (3) types of ABS calls: calling card, collect, and third number billed calls.

40.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. 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.

41. NOTICE OF NETWORK CHANGES

41.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmission and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks.

42. GOOD FAITH PERFORMANCE

42.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

43. GOVERNMENTAL COMPLIANCE

43.1 COMCAST and TDS TELECOM each will comply at its own expense with all applicable law related to (i) its obligations under or activities in connection with this Agreement; of (ii) its activities undertaken at, in connection with or relating to work locations. COMCAST and TDS TELECOM each agree to indemnify, defend, (at the other Party's request) and save harmless the other, each of its

officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from its failure or the failure of its contractors or agents to so comply. Except as expressly specified in this Agreement, TDS TELECOM, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for TDS TELECOM to provide services pursuant to this Agreement.

44. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

44.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

44.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

44.1.2 listed by any governmental agency as a hazardous substance.

44.2 COMCAST will in no event be liable to TDS TELECOM for any costs whatsoever resulting from the presence or Release of any Environmental Hazard, including Hazardous Substances, that COMCAST did not introduce to the affected work location. TDS TELECOM will indemnify, defend (at COMCAST's request) and hold harmless COMCAST, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arises out of or result from (i) any Environmental Hazard that TDS TELECOM, its contractors or agents introduce to the work locations or (ii) the presence or Release of any Environmental Hazard for which TDS TELECOM is responsible under Applicable Law.

44.3 TDS TELECOM will in no event be liable to COMCAST for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that TDS TELECOM did not introduce to the affected work location. COMCAST will indemnify, defend (at TDS TELECOM's request) and hold harmless TDS TELECOM, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that COMCAST, its contractors or agents introduce to the

work locations or ii) the presence or Release of any Environmental Hazard for which COMCAST is responsible under Applicable Law.

45. SUBCONTRACTING

45.1 If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

46. REFERENCED DOCUMENTS

46.1 Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards.

46.2 References

References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

46.3 Tariff References

46.3.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

46.3.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

46.4 Conflict in Provisions

46.4.1 In the event of a conflict between the provisions of this Agreement, either Party's operational guidelines and the Act, the order of control shall be the Act, followed by this Agreement and finally the operational guidelines.

46.4.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, the definitions, terms or conditions in the main body of this Agreement will supersede those contained in any given Appendix, Attachment, Exhibit, Schedule or Addenda; provided, however unless the Appendix, Attachment, Exhibit, Schedule or Addenda explicitly calls for its definition, terms or conditions to control, which effect shall be limited to that particular Appendix, Attachment, Exhibit, Schedule or Addenda and such Appendix, Attachment, Exhibit, Schedule or Addenda is executed by an officer (at the vice president level or higher) of both parties). If an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement. Notwithstanding the foregoing provisions in this subsection 46.4.2, the provisions of Section 5 (Liability and Indemnification) and Section 6 (Breach of Contract) of Appendix WP (White Pages Directory) shall supersede the liability, indemnification and breach provisions contained in the main body of this Agreement with respect to services or activities that are to occur under Appendix WP.

46.5 Joint Work Product

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

47. SEVERABILITY

47.1 Subject to the provisions set forth in Section 4 of the General Terms and Conditions, if any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, each Party agrees that such provision

shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected thereby. If necessary to effectuate the intent of the Parties, the Parties will promptly negotiate in good faith to amend this Agreement with a replacement provision or provisions for the unenforceable language that reflects such intent as closely as possible. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 16.

47.2 Incorporation by Reference

The General Terms and Conditions of this Agreement, and every Interconnection, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, function, facility, product or service.

48. SURVIVAL OF OBLIGATIONS

48.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

49. GOVERNING LAW

49.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law, as well as the laws of the State of New Hampshire, and the rules and regulations of the Commission. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in New Hampshire, and waive any and all objection to any such venue.

50. OTHER REQUIREMENTS

50.1 ACCESS TO RIGHTS-OF-WAY - SECTION 251(b)(4)

50.1.1 TDS TELECOM shall provide to COMCAST non-discriminatory access to Poles, Ducts, Conduits and Rights of Way owned or controlled by TDS TELECOM. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to TDS TELECOM's applicable tariffs, or, in the absence of an applicable TDS TELECOM tariff, TDS TELECOM's generally offered form of license agreement or a mutually acceptable agreement negotiated, or to be negotiated, by the Parties.

50.2 DIALING PARITY – SECTION 251(b)(3)

50.2.1 The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

51. APPENDICES INCORPORATED BY REFERENCE

51.1 This Agreement incorporates the following listed Appendices. These appendices along with their associated Attachments, Exhibits and Addenda constitute the entire Agreement between the Parties.

ITR- Interconnection Trunking Requirements
NIM- Network Interconnection Methods
Number Portability
Numbering
Pricing
Reciprocal Compensation
WP- White Pages
911

51.2 LOCAL NUMBER PORTABILITY- SECTION 251(b)(2)

51.2.1 The Parties shall provide to each other Local Number Portability (LNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability, which is/are attached hereto and incorporated herein by reference.

51.3 INTERCONNECTION TRUNKING REQUIREMENTS- SECTION 251(a)

51.3.1 TDS TELECOM shall provide to COMCAST Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the Appendix ITR, which is attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be

as defined in the Appendix NIM, which is attached hereto and incorporated herein by reference.

51.4 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC

51.4.1 The Appendix Reciprocal Compensation, which is attached hereto and incorporated herein by reference, prescribe traffic routing parameters for Local Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the Appendix ITR, which is attached hereto and incorporated herein by reference.

51.5 COMPENSATION FOR DELIVERY OF TRAFFIC- SECTION 251(b)(5)

51.5.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Appendix Reciprocal Compensation.

52. CUSTOMER INQUIRIES

52.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

52.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 52.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

53. DISCLAIMER OF WARRANTIES

53.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

Comcast Phone of New Hampshire, LLC d/b/a Comcast Digital Phone

Signature Date

Susan Jin-Davis
Printed Name

Vice President, Corp. Development
Position/Title

TDS Telecommunications Corporation, agent

Signature Date

Katherine S. Barnekow
Printed Name

Director- Carrier Relations
Position/Title

Signature Page to the Interconnection Agreement TDS Telecommunications Corporation (New Hampshire Cos.) and Comcast Phone of New Hampshire, LLC d/b/a Comcast Digital Phone (COMCAST) dated the [redacted] day of [redacted], 2008.

Schedule of TDS Telecommunications Corporation
New Hampshire Companies

Kearsarge Telephone Company d/b/a TDS Telecom

Merrimack County Telephone Company d/b/a TDS Telecom

Wilton Telephone Company, Inc. d/b/a TDS Telecom

BEFORE THE
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

In the matter of:	)	
	)	
Petition of Comcast Phone of New Hampshire, LLC	)	
d/b/a Comcast Digital Phone for Arbitration of	)	
Rates, Terms and Conditions of Interconnection with	)	DOCKET NO. _____
Kearsarge Telephone Company d/b/a TDS Telecom,	)	
Merrimack County Telephone Company d/b/a TDS	)	
Telecom and Wilton Telephone Company, Inc. d/b/a	)	
TDS Telecom Pursuant to the Communications Act	)	
of 1934, as Amended	)	
	)	

PETITION FOR ARBITRATION
OF COMCAST PHONE OF NEW HAMPSHIRE, LLC

EXHIBIT D

Excerpt From Interconnection Agreement Between Comcast and TDS Affiliates in Vermont

COM-36366

INTERCONNECTION AGREEMENT- UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Between

TDS TELECOM

and

COMCAST Phone of Vermont, LLC
d/b/a Comcast Digital Phone

TABLE OF CONTENTS

1. INTRODUCTION AND SCOPE OF AGREEMENT 4
2. DEFINITIONS 5
3. EFFECTIVE DATE 14
4. INTERVENING LAW 14
5. TERM OF AGREEMENT 15
6. ASSIGNMENT 16
7. DELEGATION TO AFFILIATE 17
8. CONFIDENTIALITY AND PROPRIETARY INFORMATION 17
9. LIABILITY AND INDEMNIFICATION 22
10. REMEDIES 23
11. INTELLECTUAL PROPERTY 23
12. INDEMNITY 23
13. OSHA STATEMENT 26
14. DEPOSITS 26
15. BILLING AND PAYMENT OF RATES AND CHARGES 27
16. DISPUTE RESOLUTION 28
17. TERMINATION OF SERVICE TO CLEC 31
18. NOTICES 32
19. TAXES 34
20. FORCE MAJEURE 35
21. PUBLICITY 35
22. NETWORK MAINTENANCE AND MANAGEMENT 36
23. LAW ENFORCEMENT AND CIVIL PROCESS 37
24. CHANGES IN SUBSCRIBER CARRIER SELECTION 38
25. AMENDMENTS OR WAIVERS 38
26. GENERAL RESPONSIBILITIES OF THE PARTIES 39
27. AUTHORITY 42
28. BINDING EFFECT 42
29. CONSENT 42
30. EXPENSES 42
31. HEADINGS 43
32. RELATIONSHIP OF PARTIES/INDEPENDANT CONTRACTOR 43
33. MULTIPLE COUNTERPARTS 43
34. THIRD PARTY BENEFICIARIES 43
35. REGULATORY APPROVAL 44
36. REGULATORY AUTHORITY 44
37. COMPLIANCE AND CERTIFICATION 44
38. AUDITS 45
39. COMPLETE TERMS 46
40. COOPERATION ON PREVENTING END USER FRAUD 46
41. NOTICE OF NETWORK CHANGES 47
42. GOOD FAITH PERFORMANCE 47
43. GOVERNMENTAL COMPLIANCE 47
44. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION 48
45. SUBCONTRACTING 48
46. REFERENCED DOCUMENTS 49
47. SEVERABILITY 50
48. SURVIVAL OF OBLIGATIONS 51
49. GOVERNING LAW 51
50. OTHER REQUIREMENTS 51

51. APPENDICES INCORPORATED BY REFERENCE 52
52. CUSTOMER INQUIRIES 53
53. DISCLAIMER OF WARRANTIES 54

INTERCONNECTION AGREEMENT

This Interconnection Agreement - under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") is dated as of May 1, 2008 by and between TDS Telecommunications Corporation, a Delaware corporation, as agent for the Vermont operating companies listed in Appendix A, ("TDS TELECOM") and, Comcast Phone of Vermont, LLC, d/b/a Comcast Digital Phone, ("COMCAST"), a Delaware Limited Liability Company, with its principal place of business at 1500 Market Street, Philadelphia, PA 19102.

WHEREAS, the Parties desire to interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and/or business End Users in the state of Vermont; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and facilities and provide to each other services as required by Sections 251(a) and (b) of the Telecommunications Act of 1996 as specifically set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement COMCAST and TDS TELECOM hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION AND SCOPE OF AGREEMENT

1.1 Pursuant to Sections 251(a) and (b) of the Telecommunications Act of 1996 ("Act"), this Agreement sets forth the terms and conditions for the interconnection of COMCAST's network to TDS TELECOM's network, compensation for the transport and termination of telecommunications traffic between TDS TELECOM and COMCAST, and the provision of ancillary functions by TDS TELECOM and COMCAST.

1.2 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived any applicable

BEFORE THE
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

In the matter of:	)	
	)	
Petition of Comcast Phone of New Hampshire, LLC	)	
d/b/a Comcast Digital Phone for Arbitration of	)	
Rates, Terms and Conditions of Interconnection with	)	DOCKET NO. _____
Kearsarge Telephone Company d/b/a TDS Telecom,	)	
Merrimack County Telephone Company d/b/a TDS	)	
Telecom and Wilton Telephone Company, Inc. d/b/a	)	
TDS Telecom Pursuant to the Communications Act	)	
of 1934, as Amended	)	
	)	

PETITION FOR ARBITRATION
OF COMCAST PHONE OF NEW HAMPSHIRE, LLC

EXHIBIT E

Comcast Phone's Business Local Service, Schools and Libraries Network Service, and Local Interconnection Service Telecommunications Service Offerings.

SCHEDULE OF RATES AND CHARGES

Applying to the provision of

COMPETITIVE LOCAL EXCHANGE SERVICES

within the State of

NEW HAMPSHIRE

Comcast Phone of New Hampshire, LLC adopts the State of New Hampshire
Competitive Carrier Uniform Tariff

COMPETITIVE LOCAL EXCHANGE SERVICE

The Company's Local Exchange service applies to the furnishing of Comcast Digital Phone service by Comcast Phone of New Hampshire, LLC for the use of end users in placing and/or receiving local telephone calls within a local calling area, or in placing intrastate calls within the state of New Hampshire.

1. NONRECURRING SERVICE CHARGES

1.1. SERVICE CONNECTION AND LINE ACTIVATION CHARGES

A Service Connection Charge or Line Activation Charge applies when a customer requests establishment of new service. The requirement to install certain facilities or equipment, or the presence of such facilities or equipment, will determine whether the Service Connection Charge or the Line Activation Charge will apply.

1.1.1. DESCRIPTION OF CHARGES

A. The Service Connection Charge applies per occurrence for the initial or subsequent installation of facilities and equipment.

B. The Primary Line Activation Charge applies per occurrence where existing facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies in lieu of the Primary Line Activation Charge.

C. The Additional Line Activation Charge applies per occurrence for additional lines where existing facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies. The Line Activation Charge will be waived if the Service Connection Charge or Primary Line Activation Charge applies.

D. The Service Dispatch Charge applies for any subsequent request to add or modify facilities after initial installation.

1.1.2. RATES

	NONRECURRING CHARGE
• Service Connection	$60.00
• Primary Line Activation	60.00
• Additional Line Activation	60.00
• Service Dispatch (subsequent to initial installation)	60.00

1. NONRECURRING SERVICE CHARGES

1.2. MISCELLANEOUS NONRECURRING CHARGES

1.2.1. DESCRIPTION OF CHARGES

A. A nonrecurring charge applies to the following:
- The installation of new service
- The transfer of an existing service to a different location
- A change from one class of service to another at the same or a different location
- Restoral of service after suspension or termination for nonpayment

B. No nonrecurring charge applies for:
- A change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase if a lower grade of service is offered in the customer's exchange
- Complete termination of service

C. The Company may from time to time waive or reduce the nonrecurring charge as part of a promotion.

D. Nonrecurring charges are listed with each service to which they apply within this Rate Schedule.

1.3. CHANGE OF RESPONSIBILITY

This charge applies when a customer requests that the billing responsibility for an existing account be changed to reflect a new name.

	NONRECURRING CHARGE
• Change of Responsibility, per account, per occurrence	$10.00

1. NONRECURRING SERVICE CHARGES

1.4. MOVES, ADDS, AND CHANGES

1.4.1. DESCRIPTION OF CHARGES

A. A Move charge will apply upon the disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building.

B. An Add charge will apply upon the addition of a service to an existing service at one location.

C. A Change charge will apply upon the rearrangement or reclassification of existing service at the same location.

D. A Custom Calling Feature Change Charge will apply when the customer requests to add or change a custom calling feature. This charge is assessed per access line for each occurrence.

E. A Directory Listing Change will apply to each customer requested change in directory listings.

1.4.2. RATES

	NONRECURRING CHARGE
• Move, Add, or Change, per order	$5.00
• Custom Calling Feature Change	5.00
• Directory Listing Change	5.00

1.5. CHANGE OF TELEPHONE NUMBER

The following nonrecurring charge applies to change a telephone number at the customer's request. No charge applies to change the number due to annoyance calls or Company initiated number changes. When a customer changes telephone numbers, the referral period for the disconnected number will be 30 days.

	NONRECURRING CHARGE
• Per Telephone Number Changed	$20.00

1. NONRECURRING SERVICE CHARGES

1.6. RESTORAL OF SERVICE

A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service or other charges, but an order providing for complete disconnection has not been completed. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application of service in addition to any charges for services due up to the date of suspension.

	NONRECURRING CHARGE
• Restoral of Service, each line	$60.00

1.7. NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.8. REPAIR AND MAINTENANCE PREMISES VISIT CHARGES

Repair and Maintenance Premises Visit charges apply per customer order for all work or services ordered to be provided at one time on the same premises, for the same customer. This charge will vary depending upon the day of the week and the time of day service is requested by the customer.

	NONRECURRING CHARGE
• Basic Time (Monday through Saturday 8:00 AM - 8:00 PM)	$19.95
• Overtime (Monday through Saturday 8:00 PM - 8:00 AM)	19.95
• Premium Time (Sundays and national holidays)	19.95

1. NONRECURRING SERVICE CHARGES

1.9. PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Presubscription is an arrangement whereby an end user may select and designate to the Company Inter/IntraLATA Interexchange Carriers (ICs) to access, without an access code, for long distance calls. These ICs are referred to as the end user's Primary Interexchange Carriers (PICs).

Each residential customer may select one PIC for IntraLATA long distance service and the same or another PIC for InterLATA service. A Change Charge does not apply for the initial Carrier selection(s).

Subsequent to the installation of Local Exchange Service, and after the end user's initial PIC selection(s), the following nonrecurring charge applies for any Carrier-selection modification. This charge is billed to the Local Exchange Service customer.

	NONRECURRING CHARGE
• Change in IC, Per Customer Request	$5.00

2. EXCHANGE SERVICES

2.1. BUSINESS LOCAL SERVICE

2.1.1. DESCRIPTION OF SERVICE

Business Local Service provides the customer with one access line and usage within a local calling area for the transmission of two-way interactive switched voice or data communications.

The Company's services are furnished subject to the availability of facilities within the Company's local serving area.

Business Local Service provides the customer with one access line, touch-tone service, one commercial white page listing, one simple yellow page listing, 900/976 call blocking, and unlimited calling within the customer's local calling area. Business Local Service is offered as a stand-alone local offer or in conjunction with an associated long distance service provided by the Company.

Business Local Service is subject to monthly recurring charges, usage rates, and, for certain call types, service charges on a per call basis.

2.1.2. RATES AND CHARGES

	MONTHLY CHARGE
• Business Access Line [1]	$50.50
• Caller ID Name & Number [1]	10.75
• Caller ID Blocking	0.00
• Call Trace [1]	5.00

[1] Nonrecurring charges apply as set forth in Section 1, preceding.

3. MISCELLANEOUS EXCHANGE SERVICES

3.1. DIRECTORY ASSISTANCE SERVICE

Directory Assistance Service is furnished upon customer request for assistance in obtaining directory listing information for listings that are within the state. Customers will be charged for all requests including requests for listings that are not available or not found. This service will be provided by an operator or a mechanized response system.

Directory Assistance charges apply on a per call basis, with a maximum of three requests allowed per call. Calls to Directory Assistance service will be billed directly to the customer's account.

A customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges.

	CHARGE PER CALL
• Each call dialed directly by the customer	$0.60

3.2. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE

Directory Assistance Call Completion Service provides a customer calling Directory Assistance with the option of having the call to the last requested intrastate number completed. A service message will inform the customer that he may be connected to the requested number automatically for a specified additional charge.

When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested.

The Directory Assistance Call Completion Service charge does not apply to disabled persons who are exempt from the Directory Assistance charge.

	USAGE CHARGES
• Each call completed	$0.35
• Non-local usage, per minute	0.12

3. MISCELLANEOUS EXCHANGE SERVICES

3.3. OPERATOR SERVICE

Operator Service rates apply to customers who place local calls with the assistance of a Company Operator or mechanized response system. A service charge will apply to each Operator Service call. Operator Service charges apply to any call involving an operator unless specifically excluded in this Tariff.

	CHARGE PER CALL
• Collect	$2.49
• Billed to Third Number	2.49
• Station-to-Station	2.49
• Person-to-Person	2.49

(D)

(D)

3. MISCELLANEOUS EXCHANGE SERVICES

3.4. DIRECTORY LISTINGS (T)

The Company will arrange for the customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.

3.4.1. ADDITIONAL LISTINGS (T)

A listing provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.

	NONRECURRING CHARGE	MONTHLY RATE
• Each Additional Listing	[1]	$1.13

3.4.2. NON-LISTED SERVICE (T)

At the request of the customer, any one or all of the customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

	NONRECURRING CHARGE	MONTHLY RATE
• Each Non-Listed Number	[1]	$1.48

3.4.3. NON-PUBLISHED SERVICE (T)

The telephone numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public.

	NONRECURRING CHARGE	MONTHLY RATE
• Each Non-Published Number	[1]	$2.97

[1] Nonrecurring charge does not apply if installed on the same order, at the same time as the associated access line. See 1.4, preceding, for charges to add or modify listing services for an existing line.

3. MISCELLANEOUS EXCHANGE SERVICES

3.5. NUMBER REFERRAL SERVICE (T)

Customers who disconnect or change their telephone number may request Referral Service, which will provide a recorded announcement that refers calls to the customer's new number for 30 days from the date of disconnect or change at no charge.

The customer may also request Extended Referral service, which will extend the announcement for an additional 30 days.

	NONRECURRING CHARGE
• Initial 30 days	-
• Additional 30 days	$2.00

4. SPECIAL PROMOTIONS

4.1. PROMOTIONAL OFFERINGS

Periodically the Company may engage in promotional offerings or demonstrations of authorized services to retain existing customers, to expand service to existing customers, to attract new customers or to increase awareness of offered services. The Company, upon seven (7) days notice to the New Hampshire Public Utilities Commission, will specify the rates, terms, conditions, and time intervals applicable to each promotional offering.

5. BILL PAYMENT AND CHARGES

5.1. LATE PAYMENT CHARGE

When payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a Late Payment Charge in the amount of 1.5% of the unpaid balance.

5.2. RETURNED CHECK CHARGE

In addition to any late payment charges, the customer will be assessed a charge of fifteen dollars ($15.00) for each check, draft, or electronic funds transfer submitted by the customer to the Company which a financial institution refuses to honor.

5.3. ADVANCE BILLING

The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which service is provided, and such recurring charges shall be due and payable within 30 days after the date of the invoice.

6. NETWORK SERVICES

6.1. SCHOOLS AND LIBRARIES NETWORK SERVICE

6.1.1. NETWORK SERVICE FOR E-RATE ELIGIBLE INSTITUTIONS

A. General

1. Schools and Libraries Network Service is a high-speed data service that uses point to point T1 circuits for the interconnection of Local Area networks (LANs) across the customer's physical locations. The service delivers connections between customer locations at a T1 (1.5 Mbps) level. In some locations, a Channelized T1 service option (described in 6.1.3, following) may be available.

2. Schools and Libraries Network Service is exclusively available to primary and secondary educational institutions, corresponding municipal libraries and other "e-rate eligible" institutions. Visit: http://www.sl.universalservice.org/ for e-rate eligibility criteria.

3. A termination liability applies to accounts terminated prior to the fulfillment of the initial contract period. The termination liability shall be equal to the monthly rates applicable for the remaining months of the initial period plus outstanding nonrecurring charges (if any).

6.1.2. POINT-TO-POINT SERVICE

A. Service Description

Point-to-Point Schools and Libraries Network Service permits the customer to connect their physically distributed locations as if they were on the same Local Area Network (LAN). This service is provided between designated customer locations within a metropolitan area.

B. Rates and Charges

	MONTHLY RATE
• Point to Point Service	
- 1.5 Mbps Point to Point circuit between two locations, initial 36 month period	$650.00

6.1.3. CHANNELIZED EXCHANGE SERVICE

A. Service Description

Subject to facility and system availability, Channelized Exchange Service delivers the functional equivalent of 24 voice grade facilities (via a channelized T1 facility) providing local and long distance dialing capability through the Public Switched Telephone Network (PSTN). Subscription is limited to e-rate qualifying institutions as defined in 6.1.1, preceding.

6. NETWORK SERVICES

6.1. SCHOOLS AND LIBRARIES NETWORK SERVICE

6.1.3. CHANNELIZED EXCHANGE SERVICE (CONT'D)

B. Rates and Charges

	MONTHLY RATE
1. Channelized Exchange Service	
• 24 voice equivalent channels, initial 36 month period [1]	$720.00
2. Features	
• Caller ID Blocking	Included
• Caller ID Name and Number	Included
• Prohibit Billed to Third Number Calls	Included
• Prohibit Collect Calls	Included
• Toll Blocking	Included
• 900/976 Blocking	Included
3. Directory Listings	
• Primary Listing	Included
• Additional Listing, per listing	$4.60
• Non-Published Service	3.40
• Non-Listed Service	1.70
	NONRECURRING CHARGE
4. Directory Assistance	
• Local and Intrastate Directory Assistance with Call Completion [2]	$0.99
5. Operator Services	
• Local and Intrastate Operator Service [3]	
- Station to Station	2.99
- Person to Person	2.99
6. Service Charges	
• Change of Billing, per occurrence	10.00
• Number Change, per occurrence	10.00
• Directory Listing Change, per occurrence	10.00
• Feature Change, per occurrence	10.00
	USAGE
7. Operator Services Usage, per minute	$0.12

[1] Channelized Exchange Service includes a statewide local calling area.
[2] Service may not be available in all locations.
[3] Usage charge applies for operator handled calls.

comcast

Local Interconnection Service Guide

1. GENERAL

A. Subject to the terms set forth in Section 4.A following, the purpose of this Guide is to provide an overview of Local Interconnection Service ("LIS") and the terms and conditions under which LIS is offered by the applicable Comcast entity.

B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.

C. Upon receipt of a bona fide request for LIS from a Customer, Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Guide.

D. LIS is available to Customers for resale to retail Subscribers.

E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol ("VoIP") service. In addition, it is the Customer's sole responsibility to comply with all applicable laws and regulatory requirements.

F. LIS does not support "nomadic" VoIP services. As provided elsewhere in this Guide, the Customer must provide its services to Subscribers at a fixed service address.

2. DEFINITIONS

A. "Company" means an affiliate of Comcast that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.

B. "Customer" means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.

C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

3. DESCRIPTION OF SERVICE

A. LIS provides a connection between a Customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.

B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.

C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.

D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

4. USE OF SERVICE

A. LIS is provided in accordance with the regulations and rates in this Guide, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 8 and 9 of this Guide.

1. Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

   a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.

   b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").

4. USE OF SERVICE

A. (Cont'd)

c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

d. Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 10. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Guide is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."

e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

5. TERM AND TERMINATION

A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Guide, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.

B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Guide but are assessed in order for the Company to fully recover costs associated with providing LIS.

5. TERM AND TERMINATION (CONT'D)

C. Discontinuance of Service for Cause

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

7. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Guide, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable.

8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

6. SUBSCRIBER ORDERS AND USAGE FORECASTS

A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").

B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.

C. The Customer may use other common carriers in addition to or in lieu of the Company.

7. LOCAL NUMBER PORTABILITY

A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).

B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

8. EMERGENCY 911 SERVICE

A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.

B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.

D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.

E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in 8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

F. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 9 OF THIS GUIDE, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

9. LIMITATION OF LIABILITY

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

D. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen.

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and services;

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

9. LIMITATION OF LIABILITY

D. (Cont'd)

5. Breach in the privacy or security of communications transmitted over the Company's facilities;

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9. Any non-completion of calls due to network busy conditions;

10. Any calls not actually attempted to be completed during any period that service is unavailable.

E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

9. LIMITATION OF LIABILITY (CONT'D)

G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Guide, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer-provided facilities or services.

J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

10. SERVICE AVAILABILITY

Subject to the terms set forth in this Service Guide including but not limited to the terms of Section 4.A, preceding, LIS is offered subject to the availability of suitable facilities in the following states/locations:

Alabama
Arizona
Arkansas
California
California
Connecticut
Delaware
District of Columbia
Florida
Georgia
Illinois
Indiana
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
New Hampshire
New Jersey
New Mexico
New York
Ohio
Oregon
Pennsylvania
South Carolina
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin

For inquiries regarding availability for a specific community within any of the states listed above, please contact the Company.

11. RATES AND CHARGES

A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.

B. The charges for LIS may be revised from time-to-time on one month's notice.

C. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.

D. Rates for Interstate and International services associated with LIS are included in separate Guides posted on the Company's website.

	NONRECURRING CHARGE
1. Local Interconnection Service	ICB
	MONTHLY RATE
2. Local Interconnection Port	
· Per-T-1	$1,200.00
· All Other Bandwidths	ICB
3. Local Interconnection Service	[1]

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. See 11.A, preceding, for additional information.