

**THEIS COMMUNICATIONS CONSULTING, LLC.
8354 County Road K, Cross Plains, WI 53528**

November 24, 2023

Cru Stublely
Secretary to the Commission
Public Service Commission of Wisconsin
4822 Madison Yards Way
PO Box 7854
Madison, Wisconsin 53707-7854 *Submitted via ERF.*

Re: Application for the Approval of an Interconnection Agreement Between Wireline Carriers (“Agreement”) Tri-County Communications Cooperative, Inc. and Charter Fiberlink, CCO, LLC. (“Charter”).

Dear Cru Stublely:

I am filing this letter, and signed Agreement electronically on behalf of Tri-County Communications Cooperative, Inc. (“Tri-County”).

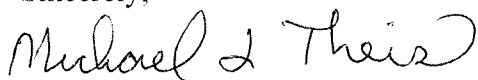
Tri-County hereby requests approval pursuant to 47 USC 252, of the enclosed Interconnection Agreement Between Wireline Carriers Tri-County and Charter. Tri-County has been authorized by Charter to submit this Agreement to the Public Service Commission of Wisconsin (“PSCW”) for approval.

I hereby certify that a copy of this filing has been provided to Charter via E-Mail at the following address:

Suzanne M. Arpin, Partner
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Ste. 1700
Atlanta, Georgia 30346
SArpin@fh2.com

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

Sincerely,



Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Suzanne M. Arpin – Counsel for Charter Fiberlink, CCO, LLC
CC: Cheryl Rue, CEO – Tri-County Communications Cooperative, Inc.

INTERCONNECTION AGREEMENT BETWEEN WIRELINE CARRIERS

This Interconnection Agreement between wireline carriers (“Agreement”) is effective as of the 1st day of November, 2023 (the “Effective Date”), but subject to approval by the Commission, by and between Tri-County Communications Cooperative, Inc. (“TRI-COUNTY”) a Wisconsin corporation, with its principal office at 417 5th Avenue North, PO Box 578, Strum, Wisconsin 54770 and Charter Fiberlink CCO, LLC. (“CHARTER”) a Delaware limited liability company, with an office at 12405 Powerscourt Drive, St Louis, MO 63131.

WHEREAS, TRI-COUNTY is an Incumbent Local Exchange Carrier (“ILEC”) in the State of Wisconsin;

WHEREAS, CHARTER, is a Competitive Local Exchange Carrier (“CLEC”) and a provider of Wholesale Telecommunications Services in the State of Wisconsin.

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

WHEREAS, CHARTER represents to TRI-COUNTY that it is a common carrier under the Act and, acting as a common carrier, has requested interconnection with designated facilities of TRI-COUNTY; and

WHEREAS, CHARTER has made a request for services under Sections 251(a) and (b) of the Act (47 U.S.C. §§ 251(a) & (b)) and is not seeking services under Section 251(c) of the Act; and

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

WHEREAS, the Parties also desire that this Agreement provide for Number Portability and other additional services as described in Appendix – Additional Services; and

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

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHARTER and TRI-COUNTY hereby agree as follows:

1.0 DEFINITIONS

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

- 1.1** "Access Service Request (ASR)" means an industry standard form, which contains data elements, establishes billing parameters and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.
- 1.2** "Act" means the Communications Act of 1934, as amended, *inter alia*, by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.
- 1.3** "Affiliate" is as Defined in the Act.
- 1.4** "As Defined in the Act" means as specifically defined in the Act.
- 1.5** "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any government authority, which apply or relate to the subject of this Agreement.
- 1.6** "Intentionally Left Blank".
- 1.7** "Automatic Message Accounting (AMA)" is the structure inherent in switch technology that initially measures, collects, records, formats and outputs subscriber network usage data. AMA format is contained in the Automated Message.
- 1.8** "Automatic Number Identification (ANI)" is the signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.
- 1.9** "Basic Local Exchange Service" is a service that provides business or residential End Users or Customers real time, two way interactive voice Exchange Service including VoIP service within a Mandatory Local Calling Scope.
- 1.10** "Bill-and-Keep Arrangement" means a compensation arrangement whereby the Parties do not render bills to each other for the Termination of traffic specified in this Agreement and whereby the Parties terminate traffic originating from End Users or Customers served by the networks of the other Party without charging among or between said carriers for such traffic exchange.
- 1.11** "Calling Party Number (CPN)" means a signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

- 1.12** "CLLI Codes" means Common Language Location Identifier Code.
- 1.13** "Commercial Mobile Radio Services (CMRS)" is as defined in 47 C.F.R. 20.3.
- 1.14** "Commission" means the Public Service Commission of Wisconsin.
- 1.15** "Common Channel Signaling (CCS)" is a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual Trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.16** "Competitive Local Exchange Carrier (CLEC)" is any telecommunications utility certified by the Commission as an alternative telecommunications utility under State Statute 196.203 to provide Exchange Service.
- 1.17** "Customer" means a third party certified by the Commission to provide Exchange Services that subscribes to Exchange Service provided by a Wholesale Provider and uses such Exchange Service in the provisioning of a retail service. Customer includes an Interconnected Voice over Internet Protocol service provider registered with the Commission. All Customer Local Traffic will be routed through a Party using a Party Local Routing Number assigned to the End Office Switch as provided in Appendix A. Customer does not include an Interexchange Carrier.
- 1.18** "Demarcation Point" means the point where TRI-COUNTY's physical network connects to the Inside Wiring which is owned by the End User.
- 1.19** "DS-1" is a telecommunications circuit having a digital signal rate of 1.544 Mbps.
- 1.20** "DS-3" is a telecommunications circuit having a digital signal rate of 44.736 Mbps.
- 1.21** "Effective Date" means the date contained in the first paragraph of this Agreement.
- 1.22** "End Office Switch" is TRI-COUNTY's or CHARTER's switch, head end or other similar switch facility where telephone loops used to provide End User or Customer Exchange Service are terminated. A PBX is not an End Office Switch. An End Office Switch provides End User or Customer calling features and functions; delivers dial tone to the End User or Customers and establishes line to line, line to trunk or trunk to line connections. An End Office Switch can be a Host Switch or a Remote Switch.
- a) "Host Switch" or "Host" is a switch which provides call agent and other control functions, and trunk connections to other local exchange and interexchange carriers to a dependent switch located at a separate (remote) location.
 - b) "Remote Switch" or "Remote" is a portion of a switching system which is deployed at a remote point from a Host Switch. Remote switch units have time slot interchange capability for processing calls within their serving area. All or most of the central control equipment for the remote switching unit is located in the Host Switch.

- 1.23** “End User” is a resident or business subscriber that is the ultimate user of Exchange Service provided to such subscriber by either of the Parties or by a Customer of one of the Parties.
- 1.24** “Exchange Access Service”, as used in this Agreement, shall mean the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services, as defined by the FCC and the Commission.
- 1.25** “Exchange Service” means all Basic Local Exchange Service, offered to End Users or Customers which provide End Users and Customers with a two-way telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (“PSTN”), and which enable such End Users and Customers to place or receive calls to all other stations on the PSTN.
- 1.26** “FCC” means the Federal Communications Commission.
- 1.27** “Incumbent Local Exchange Carrier” or “ILEC” is As Defined in the Act.
- 1.28** "Information Access Traffic," for the purpose of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of transmission between the Parties. Information Access Traffic is not Local Traffic unless the traffic is between an End User and an ISP physically located in the same TRI-COUNTY Mandatory Local Calling Scope. The term Information Access Traffic does not include transmission of voice communications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol. Information Access Traffic is not subject to Reciprocal Compensation between the Parties.
- 1.29** "Information Service Provider or "ISP"", a provider of Information Service, as defined in 47 U.S.C. 153(24), Information Service Provider includes, but is not limited to, Internet Service Providers.
- 1.30** “Inside Wire or Inside Wiring” shall mean wiring within the End User premises that extends to the Demarcation Point of TRI-COUNTY’s network. Inside Wire is owned by the End User (unless otherwise specified herein). Wiring inside an End User premises owned or controlled by TRI-COUNTY is not Inside Wiring.
- 1.31** “Interconnected Voice over Internet Protocol (“VoIP”) service” has the meaning given in 47 U.S.C 153(25). A provider of Interconnected VoIP service in Wisconsin must be registered with the Commission.
- 1.32** “Interconnection” is the direct or indirect connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access Service. The architecture of Interconnection may include one or more Mid-Span Meets, or Points of Interconnection. “Interconnection Facilities” are described in Appendix A.

- 1.33** "Interconnection Facilities" are the physical transmission facilities by which the Parties will interconnect their respective networks for the purpose of exchanging traffic. These facilities are described in greater detail in Section 4.0 and Appendix A of this Agreement.
- 1.34** "IP-Enabled Voice Traffic" means any IP-Enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony, IP-Enabled Voice Traffic includes:
- 1.34.1** Voice traffic originating on either the Public Switched Telephone Network (PSTN) or through an Internet Protocol Connection (IPC), and which terminates on either the PSTN or an IPC; and
- 1.34.2** Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.
- 1.35** "ISP Bound Traffic" means Information Access Traffic that originates from or is directed, either directly or indirectly, to or through an ISP provider who is physically located in an exchange within the Mandatory Local Calling Scope of the originating End User. Traffic originated from, directed to or through an ISP provider physically located outside the originating End User's Mandatory Local Calling Scope area will be considered Switched Access Traffic and subject to access charges. ISP Bound Traffic does not include IP-Enabled Voice Traffic or VoIP-PSTN Traffic.
- 1.36** "Jurisdictional Indicator Parameter (JIP)" is a six-digit number which provides a unique identifier representing the originating End Office Switch of the carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.
- 1.37** "Line Information Database (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by TRI-COUNTY and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by TRI-COUNTY and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.* Billed Number Screening.
- 1.38** "Interexchange Carrier (IXC)" is a Telecommunications Service provider authorized by the FCC to provide interstate long distance communication services and authorized by the Commission to provide inter- and/or intraLATA long distance communications services within the State.
- 1.39** "IntraLATA Toll Traffic" means all IntraLATA calls other than Local Traffic.
- 1.40** "Local Access and Transport Area" or "LATA" is a geographic area for the provision and administration of communications service, *i.e.*, intraLATA or interLATA.
- 1.41** "Local Exchange Carrier" or "LEC" is any company certified by the Commission to provide Basic Local Exchange Services.
- 1.42** "Local Traffic" means traffic that is originated by an End User or Customer of one Party and terminated to the End User or Customer of the other Party within the scope of TRI-

COUNTY's local serving area, including Mandatory Local Calling Scope arrangements, as described in TRI-COUNTY maps, Tariffs or rate schedules filed with and ordered by the Commission as summarized in Appendix C. A Mandatory Local Calling Scope arrangement is an arrangement that provides End Users or Customers a local calling scope, Extended Area Service ("EAS") and Extended Community Calling ("ECC"). Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the End User or Customer to choose a larger local calling scope. Local Traffic does not include Information Access Traffic or VNXX Traffic. Local Traffic does include Local VoIP-PSTN Traffic and IP-Enabled Voice Traffic that is within the scope of TRI-COUNTY's local serving area, including Mandatory Calling Scope arrangements. Local Traffic exchanged pursuant to this Agreement is summarized in Appendix C.

- 1.43** "Mandatory Local Calling Scope" is an arrangement that provides End Users or Customers a local calling scope, including Extended Area Service (EAS) and Extended Community Calling (ECC), as described in TRI-COUNTY maps, Tariffs, or rate schedules filed with and ordered by the Commission as summarized in Appendix C.
- 1.44** "Mbps" means million bits per second.
- 1.45** "Mid-Span Meet" is an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon POI.
- 1.46** "Network Interface Device (NID)" is a stand-alone network element defined as any means of interconnecting Inside Wiring to TRI-COUNTY's distribution plant, such as a cross-connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the local loop to End User Inside Wiring, regardless of the specific mechanical design.
- 1.47** "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).
- 1.48** "NXX" means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 code).
- 1.49** "Party" means either TRI-COUNTY or CHARTER, and "Parties" means TRI-COUNTY and CHARTER.
- 1.50** "Point of Interconnection (POI)" means the point of demarcation where the Parties physically interconnect their networks for the exchange of telecommunications traffic between the Parties' respective networks. The Point of Interconnection also serves as the demarcation point for both Parties' operational and financial responsibility. The Point of Interconnection for this Agreement is as provided in Appendix A.
- 1.51** "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more

particular NPA-NXX codes which have been assigned to a LEC for its provision of Basic Local Exchange Services. The “rate center area” is the exclusive geographic area within which the LEC provides Basic Local Exchange Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located in the Rate Center area.

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

1.53 Intentionally Left Blank.

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

1.55 “Switched Exchange Access Traffic” or “Switched Access Traffic” means the transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Exchange Access Services. Any traffic that does not meet the definition of Local Traffic, Tandem Transit Traffic or ISP-Bound Traffic will be considered Switched Access Traffic. Switched Access Traffic includes, without limitation, the following: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access, 900 Access Services and VNXX Traffic.

1.56 “Tandem” denotes a Class 4 switching center used to switch a call between or among two Host Switches, a Host Switch and another Tandem, or two Tandems.

1.57 “Tandem Transit Traffic” or “Transit Traffic” means Local Traffic or ISP Bound Traffic that originates on one party’s network and is transported through a third party’s network and/or Tandem substantially unchanged, and Terminates on another party’s network. CHARTER's Wholesale Telecommunications service for traffic exchange is considered to be the provision of end office switching functions for its Customer, so CHARTER is not entitled to bill, and TRI-COUNTY is not obligated to pay, any Transit Traffic charges for such traffic. Switched Exchange Access Traffic is not Tandem Transit Traffic or Transit Traffic.

1.58 “Tariff” means any applicable Federal or State Tariff, price list or price schedule of a Party, as amended from time-to-time, that provides for the terms, conditions and pricing of Telecommunications Services. A Tariff shall be filed with the Commission or the FCC.

1.59 “Telecommunications Carrier” is As Defined in the Act.

1.60 “Telecommunications Provider” means any person who provides Telecommunications Services.

1.61 “Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

- 1.62** “Termination” means the switching of Local Traffic, Switched Access Traffic, VoIP-PSTN Traffic and ISP Bound Traffic at the terminating Party’s End Office Switch or equivalent, and delivery of such traffic to the called Party’s End User or Customer.
- 1.63** “Transport” means the transmission and any necessary Tandem switching of Local Traffic, Switched Access Traffic, VoIP-PSTN Traffic and ISP Bound Traffic from the Point of Interconnection, or meet point, between the Parties to the terminating Party’s End Office Switch or equivalent that directly serves the called Party’s End User or Customer.
- 1.64** “Trunk” means a single transmission channel providing a direct physical and functional Interconnection between two switching centers.
- 1.65** “Type-2 Interconnection”, often referred to as a Trunk side connection, is a service that involves interconnection to a Host Switch (Type-2B) or Tandem (Type-2A).
- 1.66** “Virtual NXX Traffic (VNXX Traffic)” as used in this Agreement, is defined as calls in which a subscriber is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the subscriber’s actual physical premises location. Neither Party or Customers will assign a telephone number from a Rate Center that is different than the Rate Center associated with that subscriber’s actual physical premises location. All VNXX Traffic shall be routed through an Interexchange Carrier as Switched Access Traffic. VNXX Traffic is billed at applicable Switched Access Traffic Tariff rates.
- 1.67** “VoIP-PSTN Traffic” is traffic which is exchanged between a TRI-COUNTY End User and the CHARTER End User or Customer in Time Division Multiplexing (“TDM”) format that originates from and/or terminates to a Party’s End User in Internet Protocol (“IP”) format on the PSTN. VoIP Traffic does not include VNXX Traffic.
- (a) “Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the TRI-COUNTY Mandatory Local Calling Scope. Local VoIP-PSTN Traffic is Local Traffic.
- (b) “INTRALATA VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the same LATA that is not otherwise defined as Local Traffic. INTRALATA VoIP-PSTN Traffic is Switched Access Traffic subject to Tariff Switched Access Traffic rates and charges.
- (c) “Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different LATAs that is not otherwise defined as Local Traffic. Toll VoIP-PSTN Traffic is Switched Access Traffic subject to Tariff Switched Access Traffic rates and charges.
- 1.68** “Wholesale Provider” means any person who provides Wholesale Telecommunications Service.
- 1.69** “Wholesale Telecommunications Service” means, a service that satisfies all of the following: (i) the service is provided by a Telecommunications Provider to a Customer,

and (ii) the service is subject to regulation by the Commission, (iii) the service is subsequently used in the provision of Exchange Service to retail End Users, and (iv) the service does not include Switched Access Service Traffic, (v) this service is assigned a Local Routing Number ("LRN") associated with the Party switch as provided in Appendix A.1a, and (vi) Wholesale Telecommunications Service does not include any CMRS.

2.0 INTERPRETATION AND CONSTRUCTION

- 2.1** All references to Sections and Appendices shall be deemed to be references to Sections of, and Appendices to, this Agreement unless the context otherwise requires. The headings of the Sections are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context otherwise requires, any reference to any agreement, other instrument or other third party offerings, guides or practices, statute, regulation, rule or Tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of this Agreement and includes the rule or Tariff as amended and supplemented from time-to-time (and in the case of a statute, regulation, rule or Tariff to any successor provision).
- 2.2** The Parties acknowledge that some of the services, facilities or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any Tariff that govern any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provisions of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement including Appendices shall prevail. This Agreement, including Appendices, supersedes any prior agreements between the Parties.

3.0 SCOPE OF AGREEMENT

- 3.1** This Agreement shall cover the exchange of Local Traffic, INTRALATA VoIP-PSTN Traffic, ISP Bound Traffic and Tandem Transit Traffic between TRI-COUNTY's network in Wisconsin and CHARTER's network in Wisconsin. All other traffic is governed by their applicable Tariff and/or contract, and is not covered by this Agreement. The services hereunder are intended for wireline-to-wireline traffic only, except for traffic transited to and from CHARTER by TRI-COUNTY.
- 3.2** This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement has no effect on the definition of End User services that either Party offers to its End Users, the services either Party chooses to offer to its respective End Users, the rate levels or rate structures that either Party charges its End Users for services, or the manner in which either Party provisions or terminates the services either Party provides to its respective End Users.
- 3.3** CHARTER represents that it is a CLEC authorized by the Commission to provide Telecommunication Services in Wisconsin, and serves End Users and Customers with an Operating Company Number ("OCN") of 3839.

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

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

3.5.1 CHARTER to TRI-COUNTY Local Traffic and ISP Bound Traffic that is:

- a. originated on the network of CHARTER;
- b. delivered to the TRI-COUNTY network over the Interconnection Facilities pursuant to this Agreement; and
- c. terminated on the network of TRI-COUNTY.

3.5.2 Intentionally Left Blank.

3.5.3 TRI-COUNTY to CHARTER Local Traffic and ISP Bound Traffic that is:

- a. originated on the ILEC network of TRI-COUNTY;
- b. delivered to CHARTER over the Interconnection Facilities pursuant to this Agreement; and
- c. terminated on the network of CHARTER.

3.5.4 Intentionally Left Blank.

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

3.5.6 All Switched Exchange Access Traffic, INTRALATA VoIP-PSTN Traffic, Toll VoIP-PSTN Traffic and VNXX Traffic shall be routed via an Interexchange Carrier and Switched Access rates and charges shall apply.

4.0 INTERCONNECTION FACILITIES

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

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

4.1.2 CHARTER is responsible for the provisioning of Transport facilities for the exchange of traffic from its network to a TRI-COUNTY End Office Switch. CHARTER may self provision facilities or lease facilities from TRI-

COUNTY or an alternate third party provider for the provision of Local Traffic and ISP Bound Traffic Transport. Each Party will pay for the provisioning cost of Transport facilities for the exchange of traffic from its network to the POI, as described in Appendix A.

- 4.1.3** The Parties agree there will be separate and distinct Trunk groups for Local Traffic and for ISP Bound Traffic if required by Section 5.1.
- 4.1.4** If CHARTER chooses to self provision its own Transport facilities or lease them from TRI-COUNTY, or any other third party provider, the same physical facility may be used for Local Traffic and ISP Bound Traffic as mutually agreed to by the Parties.
- 4.1.5** Neither Party will terminate INTRALATA VoIP-PSTN Traffic, Toll VoIP-PSTN Traffic, VNXX Traffic, IntraLATA or InterLATA toll Switched Exchange Access Traffic or originated untranslated traffic codes (e.g. 800, 888) over Local Trunks, or ISP Bound Trunks.
- 4.1.6** The Parties agree to establish a single Point of Interconnection per LATA for the direct exchange of Local Traffic and ISP Bound Traffic between their respective networks as described in Appendix A. The POI shall serve as the demarcation point for both Parties' operational and financial responsibilities.
- 4.1.7** Either Party may block calls in compliance with FCC Regulations that authorize call blocking.
- 4.1.8** Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to CHARTER's End Users or Customers shall not affect or determine: (i) the services offered by TRI-COUNTY or CHARTER, (ii) the services provided to Customers or End Users by either Party; (iii) the rate structure applied to services provided to Customers or End Users by either Party; or (iv) the rates charged to Customers or End Users by either Party for the services either Party provides to its Customers or End Users.
- 4.1.9** IP-Enabled Voice Traffic and VoIP-PSTN Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters identified in Section 4.6.2 are included with the traffic exchange. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP") of the originating IP-Enabled Voice Traffic and VoIP-PSTN Traffic shall be provided where possible. If CPN and JIP is not provided the terminating traffic will be billed at Intrastate Switched Access Traffic rates and charges.

4.2 Intentionally Left Blank.

4.3 Type-2B Interconnection. Type-2B Interconnection involves Trunk side connection to a TRI-COUNTY Host Switch. Type-2B facilities provide the capability to access only TRI-COUNTY subscribers served by that Host Switch and any TRI-COUNTY remote subtending that Host Switch. Two-way Trunk groups may be provisioned between the TRI-COUNTY Host Switch, and the CHARTER switch, head end or other similar facility for the exchange of traffic between the Parties' networks. The Point of Interconnection shall be as provided in Appendix A Section I.

4.3.1 Local Traffic.

4.3.1.1 The two-way Type-2B Local Traffic Interconnection may be used by CHARTER to deliver Local Traffic and ISP Bound Traffic to TRI-COUNTY Rate Centers listed in Appendix C.

4.3.1.2 The two-way Type-2B Local Traffic Interconnection may be used by TRI-COUNTY to deliver Local Traffic and ISP Bound Traffic to CHARTER's NPA-NXXs.

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

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

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

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

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

4.4 Indirect Interconnection: Either Party may deliver Local Traffic and ISP Bound Traffic indirectly to the other Party for termination through the West Wisconsin Telcom Cooperative, Inc. Elk Lake Tandem in Eau Claire, Wisconsin. The originating Party shall be responsible for payment of all Tandem Transit Traffic charges and all other charges payable to the transiting carrier(s) for transit service with respect to its originating Local Traffic and ISP Bound Trunks and other facilities needed to deliver its originated Local Traffic and ISP Bound Traffic from the transiting carrier(s).

4.4.1 CHARTER will be responsible for all Tandem Transit Traffic charges that are assessed on traffic which originates on CHARTER's network from any third party Tandem switch service provider.

4.4.2 If the traffic volume between CHARTER and TRI-COUNTY delivered by the third party Tandem switch service provider exceeds 200,000 MOU per month per DS-1, the Parties shall within sixty (60) days meet to review the establishment of additional direct end office trunk groups, as provided in Section 4.5.

4.4.3 After the Parties have established direct Interconnection in accordance with Section 4.3 of this Agreement between their networks, neither Party may continue to transit its originated Local Traffic and ISP Bound Traffic indirectly. However, if CHARTER continues to route traffic indirectly after a direct Interconnection is established TRI-COUNTY will accept this traffic subject to the compensation arrangements as provided in Appendix B.1.

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

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

4.5.2 If the traffic volumes between any two (2) switches at any time exceed 200,000 MOU per month the Parties shall, within sixty (60) days of such occurrence, provide augmentation to the existing trunk group or establish a new direct two-way trunk group to the applicable switches consistent with the grades of service and quality parameters set for in this Agreement.

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

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

4.5.5 The Host Switch and Tandem Switches of both Parties involved in the provision of Local Traffic and ISP Bound Traffic shall be managed in accordance with the applicable industry standards.

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

4.6 Common Channel Signaling.

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

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

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

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

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

4.7.3 CHARTER shall, wholly at its own expense, procure, install and maintain the agreed upon equipment in the CHARTER End Office Switch or equivalent. TRI-COUNTY shall, wholly at its own expense, procure, install and maintain the agreed upon equipment in the TRI-COUNTY End Office Switch.

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

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

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

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

4.7.8 The Parties will mutually agree on the appropriate sizing for the facilities. The capacity of Interconnection Facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CHARTER will order trunks in the agreed upon quantities via an Access Service Request.

5.0 COMPENSATION FOR EXCHANGE OF TRAFFIC

5.1 Local Traffic. The Parties shall assume that Local Traffic and ISP Bound Traffic routed over the direct Interconnection Facilities, originated by or terminating to the Parties' End User or Customer is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and- Keep Arrangement with respect to Termination of Local Traffic and ISP Bound Traffic routed over the Interconnection Facilities. Either Party may request that a traffic study be performed no more frequently than once every twelve months. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty (60) percent of the Parties' total terminated minutes, either Party may notify the other Party, as described in Section 15.9 of this Agreement. Upon receipt of such notice, if the traffic study indicates that ISP Bound Traffic has increased to 200,000 or more minutes of use per month for two (2) consecutive months, the Parties will provision direct ISP Bound Traffic trunks as provided in Section 4.3.2. If one Party is still terminating over sixty (60) percent of the remaining Local Traffic the Parties will bill each other for Termination of Local Traffic at the rates as provided in Appendix B.I until a subsequent traffic study determines that neither Party is terminating over sixty (60) percent of Local Traffic.

5.2 Interconnection Facilities. CHARTER shall arrange for and maintain two-way Interconnection Facilities for the exchange of Local Traffic and ISP Bound Traffic, consistent with the mutually agreed upon POI as provided in Appendix A, between the TRI-COUNTY Host Switch (Type-2B Interconnection as provided in Section 4.3) and the CHARTER switch, head end or equivalent. Any nonrecurring and recurring cost of the two-way Interconnection Facilities between the POI as provided in Appendix A and the CHARTER switch, head end or equivalent will be the responsibility of CHARTER. Any nonrecurring and recurring cost of the two-way Interconnection Facilities between the POI as provided in Appendix A and the TRI-COUNTY Host Switch(es) will be the responsibility of TRI-COUNTY, as provided in Appendix A.III. TRI-COUNTY will pay the cost of the two way Interconnection Facility from the POI to TRI-COUNTY's End Office Switch(es) as provided in Appendix A.III.

5.3 Switched Exchange Access Traffic All Switched Exchange Access Traffic, including INTRALATA VoIP-PSTN Traffic, VNXX Traffic and Toll VoIP-PSTN Traffic will be

billed to the originating Party at the terminating Party's Switched Access Tariff rates and charges.

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

5.5 Reciprocal Compensation

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

5.5.2 Subject to the conditions and exceptions described in Sections 4.4 and 5.5.1 above and 5.5.3 below, each Party shall pay the other Party for Transport and Termination of Local Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. The charges and rates for Termination of Local Traffic shall be at the rates set forth in Appendix B of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement as described in Appendix B.

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

5.6 Prior to provisioning the Interconnection Facilities as provided in Appendix A, CHARTER shall pay TRI-COUNTY the CLEC Account Establishment charge as provided in Appendix B. The CLEC Account Establishment charge is a one-time only

non-recurring charge applied the first time CHARTER orders any service under this Agreement. For avoidance of doubt, the charge authorized by this provision will be assessed only one time upon CHARTER, and will not be assessed each time that TRI-COUNTY determines that CHARTER orders a new or different service from TRI-COUNTY.

6.0 NOTICE OF CHANGES

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

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 7.1** The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement (“Implementation Schedule”). Both CHARTER and TRI-COUNTY shall use commercially reasonable efforts to comply with the Implementation Schedule.
- 7.2** The Parties shall exchange good faith, non-binding technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic Termination.
- 7.3** Sixty (60) days prior to requesting additional two-way direct Trunk(s), CHARTER will provide TRI-COUNTY with a six (6) month non-binding forecast of its Trunking requirements. Additional forecasting, of Trunking requirements will be provided by CHARTER to TRI-COUNTY as mutually agreed to by the Parties. The Parties agree that each forecast provided under this Section shall be deemed “Proprietary Information”.
- 7.4** Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring and billing traffic from the other Party’s network and for delivering such traffic to the other Party’s network in a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.
- 7.5** Neither Party shall use any of the Interconnection Facilities provided in this Agreement in any manner that prevents the other Party from using their service or destroys the normal quality of service to the other Party or to either Party’s End Users. Subject to the dispute resolution provisions of Section 14, which shall deem to include notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 7.6** The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the circuits, facilities or equipment of the other Party shall not interfere with or impair service over any circuits, facilities or equipment of the other Party, its Affiliate companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party’s circuits, facilities or equipment, impair the privacy of any communications carried over the circuits, facilities or equipment or create hazards to

the employees of the other Party, its Affiliate companies, or its connecting and concurring carriers or the public.

- 7.7** If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstance. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.
- 7.8** Each Party is solely responsible for the services it provides to its Customers and End Users and to other Telecommunications Providers.
- 7.9** Each Party is responsible for administering NXX codes assigned to it.
- 7.10** Each Party is responsible for obtaining Local Exchange Routing Guide (“LERG”) listings of Common Language Location Identifier (CLLI) codes assigned to its switches.
- 7.11** Each Party shall use the LERG published by Telcordia Technologies, or its successor, for obtaining route information and shall provide all required information to Telcordia Technologies for maintaining the LERG in a timely manner.
- 7.12** Each Party shall program and update its End Office Switches, Tandems and network systems to recognize and route traffic to NXX codes assigned within the applicable ILEC Mandatory Local Calling Scope to the other Party. All updates and network programming activities necessary to activate new NXX codes, as provided in the LERG, shall be completed in a timely fashion. In extraordinary circumstances, and after notice to the other Party, either Party may seek an additional forty-eight (48) hours to complete such tasks. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.
- 7.13** At all times during the term of this Agreement, each Party shall keep and maintain in force at such Party’s expense all insurance required by law (e.g., workers’ compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury and property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

8.0 TERM AND TERMINATION

- 8.1** The initial term (“Initial Term”) of this Agreement shall be for three (3) years, which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term (as described below) to the effect that such Party intends to terminate this

Agreement with or without cause, this Agreement shall automatically renew for additional one-year terms (each a “Renewal Term”). In the event such notice of termination is provided, and either Party requests in good faith to negotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred sixty (160) calendar days following the date of termination, whichever is earlier, unless either Party petitions for arbitration, in which case the term of this Agreement shall continue until the arbitrated agreement becomes effective.

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

8.2.1 A Party’s insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

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

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

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

(b) each Party’s indemnification and confidentiality obligations shall survive termination or expiration of this Agreement.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

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

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

their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

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

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

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

10.2 Indemnification Procedures. Whenever a claim for indemnification arises under this Section, the Indemnified Party, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the claim. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim or loss. The Indemnifying Party will have the right to defend against such claim in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such claim or loss, the Indemnified Party will defend such claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party, except that the Indemnifying Party shall have no authority to accept or enter into any settlement or compromise that includes equitable relief or other relief that could affect the rights of the Indemnified Party without the express consent of the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement, except that a refusal by the Indemnified Party to consent to a settlement or compromise on the ground that it includes equitable relief or other relief that could affect the rights of the Indemnified Party shall not relieve the Indemnifying Party of the obligation to defend or to indemnify the Indemnified Party. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such

defense if the claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

11.0 LIMITATION OF LIABILITY

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

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

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

11.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure, volcanic action, other major environmental disturbances, unusually severe weather conditions, (individually or collectively a "Force Majeure Event")

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

12.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

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

13.0 REGULATORY APPROVAL

13.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. CHARTER authorizes TRI-COUNTY to file a copy of this Agreement with the Commission on CHARTER'S behalf. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's

agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

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

14.0 DISPUTE ESCALATION AND RESOLUTION

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

14.2 Billing and Payment; Disputed Amounts

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

14.2.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the Billing Party under this Agreement. And the Billed Party shall not be entitled to dispute the Billing

Party's statement(s) based on such Party's failure to submit them in a timely fashion. Notwithstanding the foregoing, neither Party will bill the other Party for previously unbilled charges for Services provided for more than one year prior to the current billing date.

- 14.2.3** If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount provide written notice to the Billing Party of any dispute concerning any billed but unpaid amount ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.
- 14.2.4** The billed Party shall provide written notice to the Billing Party of any dispute concerning any billed amount which the billed Party has already paid within three hundred sixty (360) days after the invoice date. If the billed Party fails to dispute any amount within such period, whether paid or not, then except as provided in Section 14.4, the amount billed shall conclusively be deemed correct, and the billed Party shall be deemed to have waived any right to dispute its obligation to pay such amount or to seek a refund thereof.
- 14.2.5** If a class of charges has been invoiced to the billed Party for three consecutive billing periods and the billed Party has specifically disputed that class of charges in accordance with Section 14.2.3 or 14.2.4 during each of the three consecutive billing periods and such dispute either remains unresolved or is resolved in the billed Party's favor, the billed Party may dispute that class of charges on a prospective basis beginning with the fourth billing period in which that class of charges is invoiced until the dispute is resolved by giving written notice of such prospective dispute within ten (10) business days after the due date of the fourth consecutive invoice containing the disputed class of charges, providing specific details regarding the disputed class, as well as the circumstances surrounding and reasons for disputing the class of charges.
- 14.2.6** If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after the delivery to the Billing Party of the notice of the Disputed Amounts, then either Party may implement the procedures as provided in Section 14.1.
- 14.2.7** The Parties agree that all negotiations pursuant to this subsection 14.2 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- 14.2.8** Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Applicable Law.

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

14.4 Review. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct annual reviews of and make copies of the relevant data (including without limitation, billing records and Letters of Authorization for LNP) possessed by the other Party to give assurance of compliance with the provisions of this Agreement. Each Party's right to access information for review purposes is limited to data not in excess of twelve (12) months in age, and the Party requesting a review shall fully cooperate with the Party being reviewed and shall bear its own costs associated with conducting such review. The Party being reviewed will fully cooperate with the reviewing Party and provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours. The Parties agree to correct all billing errors identified by a review.

15.0 MISCELLANEOUS

15.1 Authorization

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

15.1.2 CHARTER is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

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

15.3 Independent Contractors. Neither this Agreement, nor any actions taken by CHARTER or TRI-COUNTY shall be deemed to create an agency or joint venture relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by CHARTER or TRI-COUNTY shall create a contractual, agency or any other type of relationship or third party liability between CHARTER and TRI-COUNTY or either of their End Users, Customers or others.

15.4 Confidentiality

15.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its "Representatives" and with a Party, a

“Receiving Party”) pursuant to this Agreement (“Proprietary Information”) shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked “Confidential” or “Proprietary” or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information to any governmental authority or as required by applicable law only in accordance with Section 15.4.2 of this Agreement.

15.4.2 If any Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information or intends to disclose any Proprietary Information to the Commission or the FCC, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement or intention as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement or disclose the Proprietary Information to the Commission or the FCC. The Receiving Party shall not interfere with the Disclosing Party’s efforts to obtain any protective relief, which such Disclosing Party chooses to obtain.

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

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

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

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

15.7 Non-Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

15.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. TRI-COUNTY asserts that it is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC 251(f). This Agreement does not affect, and TRI-COUNTY does not waive, any rights including, but not limited to, any rights afforded TRI-COUNTY under 47 USC 251 (f).

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

If to TRI-COUNTY:

Chief Executive Officer
417 5th Avenue North
PO Box 578
Strum, Wisconsin 54770
Telephone Number 715-695-2691

With a copy to:
Chief Operations Officer
417 5th Avenue North
PO Box 578
Strum, Wisconsin 54770
Telephone Number 715-695-2691

If to CHARTER:

Charter Communications, Inc.
Attn: Legal Department – Telephone
12405 Powerscourt Drive
St Louis, Missouri 63131

With copies to:

Charter Communications, Inc.
Attn: Carrier Relations – Regulatory
12405 Powerscourt Drive
St Louis, Missouri 63131

and

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1700
Atlanta, Georgia 30346

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, or (ii) three (3) days after mailing in the case of certified U.S. mail.

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

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

15.12 No Third Party Beneficiaries: Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or

any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

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

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

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

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

15.17 Contact Exchange. The Parties agree that each will be sole contact to the other Party for all services provided under this Agreement. The Parties agree that there is no obligation to respond to requests from third parties for information or services offered under this Agreement. The Parties agree to exchange and to update contact and referral numbers.

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

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

15.20 Miscellaneous. By entering into this Agreement TRI-COUNTY does not concede that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 USC 251(c), nor does TRI-COUNTY waive, or is estopped from asserting, any rural exemption that it may have under 47 USC 251 (f). This Agreement is for interconnection for the exchange of traffic and other 47 USC 251(a) and 251(b) services, between TRI-COUNTY and CHARTER as competing service providers.

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

**Tri-County Communications
Cooperative, Inc.**

**Charter Fiberlink CCO, LLC
By Charter Communications, Inc., its
Manager**

By: Cheryl Rue

By: [Signature]

Date: 11/13/2023

Date: 11/8/23

Printed: Cheryl Rue

Printed: Michael L. Scanlon

Title: CEO

Title: VP, Circuit Operations

APPENDIX - ADDITIONAL SERVICES

This Appendix provides the terms and conditions for additional services provided by the Parties pursuant to the Agreement.

1. NUMBER PORTABILITY

- 1.1 Definitions. For purposes of this Section governing Number Portability, the following definitions shall apply:
- 1.1.1 Coordinated Hot Cut (“CHC”): A combined and simultaneous effort between the Parties to perform the completion of a Local Service Request order.
 - 1.1.2 Donor Party: The Party that is receiving the number port request and is relinquishing the ported number.
 - 1.1.3 Local Routing Number (“LRN”): A ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
 - 1.1.4 Local Number Portability (“LNP”): The in-place long-term method of providing Number Portability (“NP”) using the LRN method.
 - 1.1.5 Local Service Request (“LSR”): The Order and Billing Forum document designated by TRI-COUNTY to be used by the Parties to establish, add, change or disconnect Exchange Service for the purpose of providing a competitive Exchange Service
 - 1.1.6 Ordering and Billing Forum (“OBF”): An industry committee functioning under the auspices of the Alliance for Telecommunications Industry Solutions (“ATIS”).
 - 1.1.7 Recipient Party: The Party that is initiating the number port request and is receiving the ported number.
 - 1.1.8 Simple Ports: Those ports meeting the FCC’s definition of “Simple” ports.
 - 1.1.9 Ten-Digit Unconditional Trigger Method (“TDT”): An industry-defined NP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the End User.
- 1.2 Number Portability (NP). Each Party will provide Local Number Portability and obtain End User authorization in accordance with the Act, Section 6 below, and applicable FCC rules, regulations and orders as amended from time to time. CHARTER shall provide NP to TRI-COUNTY under no less favorable terms and conditions as when TRI-COUNTY provides such services to CHARTER. The Act requires allowing End Users to change local service providers and retain the same telephone number(s) within the serving Rate Center utilizing the portability method as defined by the FCC. The Parties recognize that the Act and the applicable FCC rules, regulations and orders limit porting to carriers having numbering resources in

the same Rate Center, or to voice service providers who have partnered with a wireline carrier for numbering resources where the partnering carrier has numbering resources in the same Rate Center, and do not mandate location portability and the Parties will not submit orders for such non-mandated types of portability.

1.2.1 The Parties agree not to port telephone numbers from an NPA-NXX to any End User physically located outside the Rate Center with which the NPA-NXX is associated.

1.3 Testing

1.3.1 If CHARTER has not initiated porting with TRI-COUNTY in a specific Rate Center, prior to port order submission, CHARTER will conduct testing with TRI-COUNTY as required by the North American Numbering Council (“NANC”) LNP Guidelines.

1.3.2 CHARTER must be Number Portability Administrative Center (“NPAC”) certified and have met TRI-COUNTY testing parameters prior to activating LNP. Each Party will bear its own expenses for testing.

1.3.3 The Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

1.3.4 The Parties shall cooperate in testing performed to ensure interconnectivity between systems. The Parties shall notify each other at least sixty (60) days in advance of any system updates that may affect the porting operations of CHARTER or TRI-COUNTY. Each Party shall, at each other’s request, jointly perform tests to validate the updated operations.

1.3.5 Prior to conducting testing each Party will provide to the other Party a completed Trading Partner Profile (“TPP”) to port numbers.

1.4 A Party requesting a number to be ported must send the Donor Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow the TPP of the Donor Party and comply with applicable FCC rules, regulations and orders.

1.4.1 End User Non-Payment. Neither Party will port numbers once an End User’s service has been disconnected.

1.4.2 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business purposes). The term “Official Communications Service (OCS)” means the internal telephone numbers used by TRI-COUNTY or CHARTER.

1.4.3 Inactive Numbers. Neither Party will port numbers not currently being used by the End User of the other Party or previously reserved

- on an existing End User's account.
- 1.4.4 Porting Interval. Both Parties agree to porting intervals approved by the FCC. The following terms shall also apply:
- a. Local Number Portability (LNP) orders for Simple Ports may not be expedited.
 - b. Mass Calling Events. The Parties will notify each other at least seven (7) business days in advance where ported numbers are utilized. Parties will only port Mass Calling numbers using switch translations and a choke network for call routing. Porting on Mass Calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for Mass Calling numbers.
- 1.4.5 FOC. Both Parties agree to provide a Firm Order Confirmation ("FOC") to the Recipient Party at intervals approved by the FCC.
- 1.4.6 Project Management. For purposes of this Agreement, the Parties will use a project management approach for the implementation of LSRs for non-standard requests such as coordinated cutovers including but not limited to Coordinated Hot Cuts and after hours cutover requests. The Parties may mutually agree on using a project management approach for very large volumes of number ports such as a large business, hospital or government agency cutover.
- a. The Recipient Party bears sole responsibility for any End User issues associated with porting cutovers when the Donor Party recommends a project approach and Recipient Party declines to use such a process.
- 1.4.7 Service Order Charge. The Donor Party receiving the LSR will bill the Service Order Charge set forth in Appendix B.VI. for each LSR received. The Donor Party will bill the Service Order Charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. The Donor Party will also bill an additional Service Order Charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 1.4.8 Each Party has the right to block default routed calls from entering a network solely to the extent necessary to protect the public switched network from overload, congestion, or failure propagation.
- 1.4.9 NANC Inter-Service Provider LNP Operations Flows approved and adopted by the FCC shall be followed regarding all aspects of porting numbers from one network to another.
- 1.4.10 The Parties will employ an N-1 Query Methodology, in accordance with applicable FCC rules.
- 1.4.11 When TRI-COUNTY receives an un-queried call from CHARTER to a telephone number that has been ported to another local service provider, the Transit Rate in Appendix B.VI and the LNP query

charge found in Appendix B.VI will apply.

- 1.4.12 IXC Revenue. When an IXC terminates an InterLATA or IntraLATA toll call to either Party's End User whose telephone number has been ported from one Party to the other, the Parties agree that the Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching and local transport. The Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access Tandem fees and appropriate local transport charges.
- 1.4.13 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will snap-back to the NXX code holder or the LERG-assigned thousands block holder if pooling is being utilized in the Rate Center.
- 1.4.14 Each Party shall become responsible for the End User's other ancillary services (e.g., E911, Directory Listings, Operator Services, Directory Assistance, Line Information Database (LIDB)) when the port of the End User's telephone number to its switch is completed.

1.5 Cut-Over Process for Number Porting Orders

- 1.5.1 Ten-Digit Unconditional Trigger Method ("TDT") Cut-Over
 - a. Where technically feasible, both Parties will use NP-LRN cut-overs, which rely upon the TDT for porting numbers. TRI-COUNTY will update its TPP to identify the circumstances of which it is aware where use of TDT is not Technically Feasible.
 - b. Setting of ten digit triggers or an alternative must be used as shown in the FCC mandated NANC LNP Process Flows.
- 1.5.2 Coordinated Hot Cuts ("CHC") or Complex Ports
 - a. Where the Parties agree or are required to implement a CHC to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the Donor Party's TPP or as negotiated by the Parties.
 - b. Pricing for Number Portability CHCs and Complex Ports
 - 1. When a Recipient Party orders CHC or a Complex Port service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable charges set forth in Appendix B.VI.
 - 2. Coordination of Service Order work outside normal business hours shall be at requesting Party's expense. Premium and overtime rates will apply, as applicable, for Service Order work performed outside normal business hours, weekends, and holidays.

3. For calculating “time” and/or “additional time” labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

2. DIRECTORY ASSISTANCE

- 2.1 The Parties acknowledge that TRI-COUNTY is not a Directory Assistance (“DA”) provider. TRI-COUNTY provides directory listings information for its End Users to third party DA providers to be included in the national and local databases used by such third party providers. The Parties agree that to the extent the DA provider contracted by CHARTER for DA services to CHARTER’s End Users also populates the national DA database, then CHARTER’s DA listings have been made available to TRI-COUNTY’s End Users and no further effort is needed by either Party. If for any reason, CHARTER desires that TRI-COUNTY act as a middleman conduit for the placement of CHARTER’s DA listings in the DA database(s), then TRI-COUNTY shall provide such compensable DA listings service pursuant to separate written terms and conditions between TRI-COUNTY and CHARTER which will be attached to this Agreement as an Amendment.

3. DIRECTORY LISTINGS SERVICE

- 3.1 This Section will not be applicable if TRI-COUNTY no longer provides a directory listing service to its End Users.
- 3.2 These requirements pertain to TRI-COUNTY’s Listings Service Request process that enables CHARTER to (i) submit CHARTER End User information for inclusion in Directory Listings (“DL”) databases; and (ii) submit CHARTER End User information for inclusion in published directories.
- 3.3 When implemented by the Parties, TRI-COUNTY shall create a standard format and order process by which CHARTER can place an order with a single point of contact within TRI-COUNTY.
- 3.4 TRI-COUNTY will provide to CHARTER the following Directory Listing Migration Options:
 - 3.4.1 Migrate “As Is”. Retain all white page listings for the End User. Transfer ownership and billing for white page listings to CHARTER.
 - 3.4.2 Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CHARTER.
 - 3.4.3 TRI-COUNTY shall update and maintain directory listings information to reflect which of the following categories CHARTER End Users fall into:
 - a. “LISTED” means the listing information is available for all directory requirements;
 - b. “NON-LISTED” means the listing information is available for all directory requirements, but the information does not appear in the published directory;

- c. “NON-PUBLISHED” means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or the directory assistance database maintained by either Party.

- 3.5 Based on changes submitted by CHARTER, TRI-COUNTY shall update and maintain directory listings data for CHARTER End Users who:
 - 3.5.1 Disconnect Service;
 - 3.5.2 Change Local Provider;
 - 3.5.3 Install Service; and
 - 3.5.4 Change categories from Non-Published, Non-Listed, or Listed.
- 3.6 CHARTER shall pay for such Directory Listing services at the rates reflected in Appendix B.VI.
- 3.7 CHARTER acknowledges that certain directory functions are not performed by TRI-COUNTY but rather are performed by and are under the control of the directory publisher, and TRI-COUNTY shall not have any liability to CHARTER for any acts or omissions of the directory publisher.
- 3.8 CHARTER acknowledges that for a CHARTER End User’s name to appear in a directory, CHARTER must either (i) submit an LSR (e.g., an LNP order) or a Directory Service Request (DSR) reflecting a request for directory listing, or (ii) contract directly with the directory publisher. If CHARTER wants to delete an End User listing from TRI-COUNTY’s database (e.g., if CHARTER contracts directly with the publisher), CHARTER must submit an appropriate LSR (such as an LNP order) or a DSR. All orders will be subject to applicable charges reflected in Appendix B.VI.
- 3.9 CHARTER shall provide directory listings to TRI-COUNTY pursuant to the directory listing and delivery requirements in the data format currently used by TRI-COUNTY, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the Parties.
- 3.10 Traditional Directory White Pages Listings.
 - 3.10.1 TRI-COUNTY shall include in its master End User system database all white pages listing information for CHARTER End Users whose information was properly submitted on a DSR.
 - 3.10.2 CHARTER shall pay for all requested listings for such address at the rate reflected in Appendix B.VI. A basic White Pages listing is defined as a subscriber name, address and one primary telephone number.
 - 3.10.3 CHARTER agrees to provide subscriber listing information for CHARTER’s End Users to TRI-COUNTY, at no charge. TRI-COUNTY will provide CHARTER with the appropriate format for provision of CHARTER End User listing information to TRI-

- COUNTY. The Parties agree to adopt a mutually acceptable format for the provision of such information as soon as practicable.
- 3.10.4 CHARTER will be charged a Service Order charge upon submission of Service Orders to TRI-COUNTY. Service Order charges apply when Service Orders containing directory records are provided to TRI-COUNTY, and when Service Orders are entered in order to process a requested change to directory listings.
- 3.10.5 CHARTER End User listing information will be used solely for the provision of directory services, including the sale of directory advertising to CHARTER End Users.
- 3.10.6 CHARTER End User listings will be alphabetically interfiled with TRI-COUNTY directory listings of the published directory. After the service order close date for a particular directory, TRI-COUNTY shall provide CHARTER the directory publisher's interfiled proof of the CHARTER End User listings as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information, within the TRI-COUNTY service territory, for each CHARTER End User. CHARTER shall review this verification list upon receipt and shall submit to TRI-COUNTY any necessary additions, deletions or modifications within five (5) Business Days.
- 3.10.7 In addition to a basic White Pages listing, TRI-COUNTY will provide White Pages listings (e.g., additional, alternate, unlisted and non-published listings) for CHARTER to offer CHARTER's End Users.
- 3.10.8 TRI-COUNTY will accord CHARTER End User listing information the same level of confidentiality that TRI-COUNTY accords its own proprietary End User listing information. TRI-COUNTY shall ensure that access to CHARTER End User proprietary listing information will be limited solely to those of TRI-COUNTY and TRI-COUNTY's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. TRI-COUNTY will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.
- 3.10.9 TRI-COUNTY will provide CHARTER's End User listing information to any third party only to the extent required by Applicable Law.
- 3.11 Other Directory Services.
- 3.11.1 Both Parties acknowledge that TRI-COUNTY's directory publisher is not a party to this Agreement and that the provisions contained in this Agreement are not binding upon TRI-COUNTY's directory publisher.
- 3.11.2 The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions

regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

- 3.11.3 Each CHARTER End User will receive one copy per primary End User listing of TRI-COUNTY published directory in the same manner and at the same time that they are delivered to TRI-COUNTY's End Users during the delivery of newly published directories. TRI-COUNTY has no obligation to provide any additional directories above the directories provided to CHARTER or CHARTER End Users after each distribution of newly published directory. CHARTER may provide to TRI-COUNTY written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory service order close date. In that event TRI-COUNTY will deliver the remaining directories included in the CHARTER's order in bulk to an address specified by CHARTER within the TRI-COUNTY service territory.

4. SECURITY DEPOSIT

- 4.1 TRI-COUNTY reserves the right to secure the account at any time with a suitable security deposit in the form and amounts set forth herein. A security deposit may be required only if CHARTER (a) prior to the Effective Date, has failed to timely pay a bill rendered by TRI-COUNTY or its Affiliates; (b) on or after the Effective Date, fails to timely pay a bill rendered to CHARTER by TRI-COUNTY or its Affiliates; or (c) at the Effective Date or at any time thereafter, in TRI-COUNTY's reasonable judgment, TRI-COUNTY is unable to determine that CHARTER is creditworthy. If payment of the security deposit is not made within thirty (30) days of the request, TRI-COUNTY may stop processing orders for service and CHARTER will be considered in material breach of the Agreement, until the security deposit is paid.
- 4.2 Security deposits shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to TRI-COUNTY.
- 4.3 If a security deposit is required on a new account, CHARTER will remit such security deposit prior to inauguration of service. If a security deposit is requested or increased for an existing account, payment of the security deposit will be made prior to acceptance by TRI-COUNTY of additional orders for service.
- 4.4 Security deposits shall be in an amount equal to two (2) months' estimated billings as calculated by TRI-COUNTY, or twice the most recent month's invoices from TRI-COUNTY for existing accounts
- 4.5 The fact that a security deposit has been made in no way relieves CHARTER from complying with TRI-COUNTY's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of TRI-COUNTY for the discontinuance of service for non-payment of any sums due TRI-COUNTY.
- 4.6 TRI-COUNTY may require an increase in the security deposit when (i) the amount of the deposit currently held by TRI-COUNTY is less than two (2) months'

estimated billings, or (ii) when gross monthly billing has increased beyond the level initially used to determine the security deposit.

- 4.7 Any security deposit shall be held by TRI-COUNTY as a guarantee of payment of any charges for services billed to CHARTER pursuant to this Agreement or in connection with any other services provided to CHARTER by TRI-COUNTY. TRI-COUNTY may exercise its right to credit any cash deposit to CHARTER's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
- 4.7.1 when CHARTER's undisputed balances due to TRI-COUNTY are more than thirty (30) Days past due; and/or
 - 4.7.2 to the extent permitted by Applicable Law, when CHARTER files for protection under the bankruptcy laws; and/or
 - 4.7.3 to the extent permitted by Applicable Law, when an involuntary petition in bankruptcy is filed against CHARTER and is not dismissed within sixty (60) days; and/or
 - 4.7.4 when this Agreement expires or terminates; and/or
 - 4.7.5 any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank) fails to meet the terms, conditions, and requirements set forth below in this Section; and/or
 - 4.7.6 CHARTER fails to provide TRI-COUNTY with a replacement letter of credit on the terms set forth herein at least ten (10) business days prior to the expiration of any letter of credit issued to TRI-COUNTY hereunder.
- 4.8 If any security deposit held by TRI-COUNTY is applied as a credit toward payment of CHARTER's balances due to TRI-COUNTY, then TRI-COUNTY may require CHARTER to provide a new deposit. If payment of the new deposit is not made within thirty (30) days of the request, TRI-COUNTY may stop processing orders for service and CHARTER will be considered in breach of the Agreement, until the security deposit is paid.
- 4.9 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits unless required by Applicable Law.
- 4.10 Any letter of credit issued to TRI-COUNTY hereunder must meet the following requirements:
- 4.10.1 The bank issuing any letter of credit hereunder (the "Letter of Credit Bank) must maintain a minimum credit rating of A (by Standard & Poor's) or A2 (by Moody's). If CHARTER proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poor's or Moody's, then CHARTER must obtain the prior written approval by TRI-COUNTY to use such bank as the Letter of Credit Bank.

- 4.10.2 The original letter of credit shall be in such form and on terms that are acceptable to TRI-COUNTY and must include an automatic one-year renewal extension.
- 4.10.3 If CHARTER receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CHARTER shall promptly give written notice to TRI-COUNTY of such notice of non-renewal. Not later than ten (10) business days prior to the expiration of the letter of credit, CHARTER shall provide TRI-COUNTY a replacement letter of credit on substantially identical terms to the existing letter of credit (or such other terms as are acceptable to TRI-COUNTY). If CHARTER provides a replacement letter of credit not later than ten (10) business days prior to the expiration of the expiring letter of credit, then TRI-COUNTY shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, TRI-COUNTY will provide the original, expiring letter of credit to CHARTER.
- 4.10.4 If CHARTER desires to replace any letter of credit issued to TRI-COUNTY hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section.

5. START-UP DOCUMENTATION

- 5.1 CHARTER is required to submit to TRI-COUNTY the CHARTER Trading Partner Profile (“TPP”), and other TRI-COUNTY required documentation.
- 5.2 CHARTER must represent and warrant to TRI-COUNTY that it is a certified provider of Telecommunications Service in Wisconsin prior to submitting orders or exchanging any traffic under this Agreement.

6. LETTER OF AUTHORIZATION (“LOA”)

- 6.1 To the extent CHARTER has not previously done so, CHARTER shall execute a blanket letter of authorization (LOA) with respect to End User requests to change service provider or to permit CHARTER to view CPNI, such as pursuant to the submission of a Customer Service Record (CSR) search order, prior to a request to change service providers.
- 6.2 Each Party’s access to Customer Proprietary Network Information (“CPNI”) of another Party’s End User will be limited to instances where the requesting Party has obtained the appropriate authorization required under Applicable Law to change service provider or release of CPNI from the End User.
- 6.3 The Recipient Party is solely responsible for determining whether proper authorization has been obtained and holds the Donor Party harmless from any loss or liability on account of the Recipient Party’s failure to obtain proper CPNI authorization from an End User.

- 6.4 The Recipient Party must maintain records of all End User individual Letters of Authorization to change service provider or release of CPNI in compliance with State and federal law.
- 6.5 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to change service provider or release CPNI or otherwise approved in advance by the Donor Party, neither Party will require the other Party to submit an individual LOA prior to changing service provider, requesting Customer Service Records (CSRs), or processing orders.
- 6.5.1 For any prospective CHARTER End User, TRI-COUNTY shall provide CHARTER with access to that End User's CSR without requiring CHARTER to produce a signed LOA, subject to applicable rules, orders, and decisions, and based on CHARTER's blanket representation that End User has authorized CHARTER to obtain such CSR.
- 6.5.2 The provisioning of CSR from TRI-COUNTY to CHARTER shall be accomplished through the process provided in the TRI-COUNTY TPP.
- 6.5.3 If a Party requests CSR of a prospective End User from the other Party, the other Party shall provide access to that End User's CSR without requiring the requesting Party to produce a signed LOA, subject to applicable rules, orders, and decisions, and based on the requesting Party's blanket representation that it has obtained a proper authorization from the prospective End User to obtain such CSR.
- 6.5.4 Either Party may request a Customer Service Record (CSR) prior to placing a porting order. The CSR shall include, without limitation, the following account information: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identification, and PIC freeze information.
- 6.5.5 The cure period for material defaults shall not affect either Party's obligation, to the extent applicable, to comply with the requirements of 47 C.F.R. §64.1150 to give timely notice to the Commission and other carriers of any unauthorized carrier change, to remove any unpaid charges, and to submit proper documentation to the relevant governmental agency within thirty (30) days.
- 6.6 Upon a request from a Party, if the other Party fails to provide proper documentation of permission obtained from prospective End Users or Customers for at least ninety nine percent (99%) of End Users or Customers whose CPNI has been obtained from the other Party, and if such failure continues for over thirty (30) days after written notice of the breach, the other Party may discontinue processing new Service Orders until such failures have been substantially rectified and the defaulting Party has provided adequate assurances to the other Party that adequate steps have been implemented to prevent ongoing problems with such records compliance.
- 6.7 In the event that a telephone number is ported between the Parties without proper authorization, the Party from whom such number was ported will bill the other

Party fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate the Donor Party for switching the End User back to the original LEC.

- 6.8 Any dispute between the Parties with respect to their rights and obligations under this Section shall be subject to the Dispute Resolution provisions of the Agreement, and the Parties must attempt to resolve any dispute concerning the validity of End User authorizations prior to filing a formal complaint with the Commission.

7.0 ACCESS TO INSIDE WIRE

- 7.1 CHARTER is responsible for accessing Inside Wiring without disturbing TRI-COUNTY plant or facilities. In no case shall CHARTER remove or disconnect the loop facilities, or ground wires from the TRI-COUNTY NIDs, enclosures, or protectors. Furthermore, CHARTER shall not remove or disconnect NID modules, protectors, or terminals from TRI-COUNTY NID enclosures.
- 7.2 CHARTER shall warrant that it is responsible for access to the Inside Wiring by any End User or Customer. CHARTER shall take all financial responsibility for damage to TRI-COUNTY plant or facilities caused by the End User or Customer.
- 7.3 Under no circumstances shall CHARTER connect to the End User's Inside Wiring unless the End User's Inside Wiring is first properly disconnected from the TRI-COUNTY network.
- 7.4 Except in business locations and multi-dwelling unit properties where TRI-COUNTY owns and maintains control over wiring within a building, maintenance and control of the End User's Inside Wiring is under the control of the End User. Conflicts between the Parties for access to the End User's Inside Wire on the End User's side of the demarcation point must be resolved by the End User.
- 7.5 CHARTER shall maintain a connection to ground on its network that meets applicable industry standards.
- 7.6 CHARTER shall not access, remove, disconnect or in any other way rearrange TRI-COUNTY's loop facilities from TRI-COUNTY's NIDs, enclosures or protectors. CHARTER shall not attach to, remove or disconnect ground wires from TRI-COUNTY's NIDs, enclosures or protectors. CHARTER shall not remove or disconnect NID modules, protectors or terminals (including test port connections) from TRI-COUNTY's NID enclosures.

- 7.7 CHARTER shall be liable to TRI-COUNTY for any damage to a TRI-COUNTY NID caused by improper or unauthorized use of TRI-COUNTY's NID by CHARTER. In addition to any monetary damages that TRI-COUNTY may be entitled to recover as a result of such damages, TRI-COUNTY shall also be entitled to seek injunctive relief to prevent further NID damages. Such damages may include but are not limited to dispatch charges, NID replacement costs and network reconnections and repairs.
- 7.8 Any violation or non-compliance of the above Section 7 by CHARTER will be considered a material breach of this Agreement and subject to Section 8.2 of this Agreement.

Appendix A

Interconnection Facilities

I. Interconnection Trunks and Facilities

- a. Interconnection Facilities Type 2B. If the Parties utilize direct Interconnection Facilities as described in Section 4.3, CHARTER shall arrange for and maintain direct Interconnection Trunks between the TRI-COUNTY End Office Switch (Type-2B Interconnection as described in Section 4.3) in Independence, Wisconsin and The CHARTER switch, head end or other similar facility in Eau Claire, Wisconsin.
- b. Point of Interconnection. For the exchange of Local Traffic and ISP Bound Traffic in accordance with this Agreement, the Parties agree to connect twenty-four (24) Trunks using (1) DS-1. On TRI-COUNTY's side of the POI, the initial Trunk Group will be provisioned over TRI-COUNTY facilities, between the TRI-COUNTY Independence, WI End Office Switch and the POI. On CHARTER's side of the POI, the DS-1s will be provisioned over CHARTER's facilities between the POI and CHARTER's switch, head end, or equivalent. The POI will be at the TRI-COUNTY exchange boundary using TRI-COUNTY facilities located at the V and H coordinates: V5739; H4232.
- c. Point of Interconnection. For the exchange of ISP Bound Traffic in accordance with this Agreement, if separate Interconnection Facilities are required for ISP Bound Traffic pursuant to Section 5.1 the Parties agree to connect twenty-four (24) Trunks using one (1) DS-1. On TRI-COUNTY's side of the POI, the DS-1 will be provisioned over TRI-COUNTY's facilities, between the TRI-COUNTY Independence, WI End Office Switch and the POI. On CHARTER's side of the POI, the DS-1 will be provisioned over CHARTER's facilities between the POI and CHARTER's End Office Switch or equivalent. The POI will be at the TRI-COUNTY exchange boundary using TRI-COUNTY facilities located at the V and H coordinates; V5739; H4232.
- d. The same physical facilities may be used for separate dedicated Trunks for Local Traffic and ISP Bound Traffic.

II. Dedicated Facilities

- a. Prior to CHARTER routing Switch Access Traffic to TRI-COUNTY, CHARTER shall establish a Switch Access two-way trunk group in accordance with applicable Switch Access Tariffs.
- b. Per Applicable TRI-COUNTY Access Tariff.

III. Cost Obligations for Interconnection Facilities

- a. TRI-COUNTY shall be responsible for 100% of the Interconnection Facilities from the POI(s) to the TRI-COUNTY Host Switch(es).
- b. CHARTER shall be responsible for 100.00% of the Interconnection Facilities from the POI(s) to the CHARTER switch, head end or equivalent facility in Eau Claire, Wisconsin.

Appendix B

Rates and Charges

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

I. Rates for Transport and Termination of Local Traffic

- a. Direct or Indirect End Office Switching rate:
 - (i) Traffic is in balance Bill & Keep
 - (ii) Traffic is not in balance Bill & Keep
- b. These rates are reciprocal and symmetrical for Local Traffic exchanged between TRI-COUNTY and CHARTER and apply for all Local Traffic MOUs.

II. Dedicated Facilities and Services Per Applicable TRI-COUNTY Tariff

III. CLEC Account Establishment Charge \$ 750.00

TRI-COUNTY will bill CHARTER the CLEC Account Establishment Charge upon CHARTER ordering Interconnection Facilities as provided in Section 4.3 and 5.6 of this Agreement.

IV. Tandem Transit Traffic Charges

- a. CHARTER assumes responsibility for compensation to the third party that terminates the CHARTER originated traffic.

V. Switched Access Traffic or Switched Exchange Access Traffic Exchange

- a. CHARTER will be responsible to pay Tariff Switched Access Traffic rates and charges for all CHARTER originated Switched Exchange Access Traffic, including VNXX Traffic, INTRALATA VoIP-PSTN Traffic and Toll VoIP-PSTN Traffic, terminating to and billed by TRI-COUNTY.

VI. Additional Service Charges

- a. Number Portability:
 - 1. Account Establishment Charge –

One time charge for establishing number portability	\$	275.00
2. Customer Service Request ("CSR") –		
Per CSR – Manual	\$	20.00
3. Service Order Charge –		
- Service Order Request for LSR – Simple	\$	20.00
- Service Order Request for LSR – Complex	\$	50.00
- Directory Service Request (DSR) for Directory Listing Only	\$	20.00
4. Coordinated Conversion (Hot Cut)/Complex Port	\$	165.00/hour
5. Local Number Portability query		Interstate Tariff
6. Transit Rate, per minute of use	\$.0055
b. Directory Listing/White Page Listing –		
1. Directory Listing – monthly	\$	2.00
2. Non-listed – monthly	\$	5.00
3. Non-published – monthly	\$	5.00
c. Published Directory –		
1. Per book delivered	\$	10.00

Appendix C

Schedule of EAS and ECC Rate Centers Included in this Agreement For Exchange of Local Traffic

Tri-County Communications Cooperative, Inc.

**Tri-County Communications Cooperative, Inc.
Mandatory Calling Scope Rate Centers.**

Rate Center

Rate Center

Eleva

Eleva, Cleghorn, Independence, Mondovi,
Pleasantville, Strum, Gilmanton, Osseo, Rock Falls

Independence

Independence, Arcadia, Eleva, Gilmanton,
Pleasantville, Strum, Whitehall, Pigeon Falls,
Taylor

Pigeon Falls

Pigeon Falls, Northfield, Osseo, Pleasantville,
Whitehall, Alma Center, Hixton, Independence,
Strum, Taylor

Pleasantville

Pleasantville, Eleva, Independence, Osseo,
Pigeon Falls, Strum, Whitehall, Cleghorn, Hixton,
Northfield, Taylor

Northfield

Northfield, Hixton, Osseo, Pigeon Falls, Alma Center,
Augusta, Fairchild, Merrilan, Pleasantville, Strum,
Taylor, Whitehall

Strum

Strum, Eleva, Independence, Osseo, Pleasantville,
Cleghorn, Gilmanton, Mondovi, Northfield, Pigeon
Falls, Whitehall

The NPA-NXXs associated with the TRI-COUNTY Rate Centers listed above are identified in the LERG.

The CHARTER Local, EAS and ECC Rate Centers included in the TRI-COUNTY Mandatory Local Calling Scope for the applicable TRI-COUNTY Rate Center are as ordered by the Commission. Rate Center Exchange Area Boundary Maps associated with Wisconsin Rate Centers are as provided on the Commission website. The NPA-NXXs associated with the above CHARTER Rate Centers are identified in the LERG. Rate Centers listed above include all of the CHARTER Rate Centers applicable to this Agreement.

Appendix D

Internet Service Providers Telephone Numbers

I. Tri-County Communications Cooperative, Inc.

Internet Service Provider

Telephone Number

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

II. Charter FiberLink CCO, LLC

Internet Service Provider

Telephone Number

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