

## INTERCONNECTION AND UNBUNDLING AGREEMENT

BETWEEN

SPECTRA COMMUNICATIONS GROUP, LLC

AND

## GREEN HILLS TELECOMMUNICATIONS SERVICES

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This Interconnection and Unbundling Agreement (the "Agreement"), is made effective as stated in Article III, Section 32 of this Agreement, by and between Spectra Communications Group, LLC, with its address for purposes of this Agreement at 8800 Blue Ridge Blvd., Suite 100, Kansas City, Missouri 64138 ("Spectra"), and Green Hills Telecommunications Services, in its capacity as a certified provider of local dial-tone service ("Green Hills"), with its address for this Agreement at Attention: General Manager, 7926 N.E. State Route M, P. O. Box 227, Breckenridge, MO 64625 (Spectra and Green Hills being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the state of Missouri only (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers ("LECs") is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain unbundled network elements and physical collocation of equipment in LEC premises;

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, Spectra and Green Hills hereby covenant and agree as follows:

ARTICLE I  
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by Green Hills of certain unbundled network elements from Spectra, and the terms and conditions of the collocation of certain equipment of Green Hills in the premises of Spectra. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Missouri Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

The services and facilities to be provided to Green Hills by Spectra in satisfaction of this Agreement may be provided pursuant to Spectra tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. Spectra will provide thirty (30) days prior notification to Green Hills before such a tariff becomes effective, and Green Hills may provide input on such proposed tariff. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this agreement.

The terms and conditions set forth in this Agreement are conditioned upon adoption by the Commission and/or relevant governmental authorities of the costing and pricing principles that would permit Spectra to recover all of its costs as provided under the Telecommunications Act of 1996.

## ARTICLE II DEFINITIONS

- 1.0 General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
- 1.1 Access Service Request (ASR) means an industry standard form used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.
- 1.2 Act Means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
- 1.3 Affiliate of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
- 1.4 Automated Message Accounting (AMA) means the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
- 1.5 Applicable Law shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.
- 1.6 Automatic Location Identification/Data Management System (ALI/DMS) means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.
- 1.7 Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.
- 1.8 Bellcore means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.9 Bill-and-Keep Arrangement means a compensation arrangement whereby the Parties do not render bills to each other for the termination of local traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.10 Bona Fide Request or (BFR)" process is intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.
- 1.11 Business Day shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.

- 1.12 Central Office Switch means a switch used to provide telecommunications services including (i) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.13 Centralized Message Distribution System (CMDS) means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
- 1.14 CLLI Codes Means Common Language Location Identifier Codes.
- 1.15 Commercial Mobile Radio Services (CMRS) means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.
- 1.16 Commission means the Missouri Public Service Commission.
- 1.17 Common Channel Signaling or "CCS" means 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.
- 1.18 Competitive Local Exchange Carrier (CLEC) means any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.19 Compliance means environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.20 Customer may mean Spectra or Green Hills depending on the context and which Party is receiving the service from the other Party.
- 1.21 Customer Usage Data means that the local telecommunications services usage data of a CLEC customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded and exchanged by the Parties.
- 1.22 DS-1 is a digital signal rate of 1.544 Mbps.
- 1.23 DS-3 is a digital signal rate of 44.736 Mbps.
- 1.24 Electronic File Transfer refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.24 Exchange Message Record (EMR) which is an industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

- 1.25 E-911 Service is a method of routing 911 calls to a Public Service Answering Point that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.
- 1.26 Exchange Service refers to all basic access line services, or any other services offered to end users, which provide end users with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network ("PSTN"), and which enable such end users to access services to place or receive calls to all other stations on the PSTN.
- 1.27 Expanded Interconnection Service or (EIS) means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at Spectra's wire centers and access tandems and interconnect those facilities with the facilities of Spectra. Microwave is available on a case-by-case basis where feasible.
- 1.28 Facility means all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person.
- 1.29 FCC means the Federal Communications Commission.
- 1.30 Generator means under Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations.
- 1.32 Guide means the Spectra Order/Processing Guide/UNE Customer Guide, which contains Spectra's operating procedures for ordering, provisioning, trouble reporting and repair for unbundled elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the "Guide" which may be amended from time to time by Spectra as needed.
- 1.313 Hazard Communications (HAZCOM) means under 29 CFR 1910.1200, employers must develop, implement and maintain a written hazard communication program which must include a system for labels, Material Safety Data Sheets (MSDS) and employee information and training for employees working with hazardous chemicals.
- 1.32 Hazardous Chemical means as defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.
- 1.35 Hazardous Waste means as described in RCRA, a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.
- 1.336 Imminent Danger means as described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.347 Incumbent Local Exchange Carrier (ILEC) means any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

- 1.358 Interim Number Portability (INP) means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.
- 1.369 Interconnection Point (IP) means the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.40 ISUP means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.371 Inter-exchange Carrier (IXC) means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.382 Local Access and Transport Area (LATA) means a LATA denotes a geographic area for the provision and administration of communications service; *i.e.*, intraLATA or interLATA.
- 1.393 Line Side refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.
- 1.404 Local Exchange Carrier (LEC) means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.415 Local Exchange Routing Guide (LERG) means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.426 Local Number Portability (LNP) means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.437 Local Traffic means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within Spectra's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (*i.e.*, optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS".
- 1.448 Main Distribution Frame (MDF) means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.459 Meet-Point Billing (MPB) refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.50 Multiple Exchange Carrier Access Billing (MECAB) is a document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983,

contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

- 1.461 Multiple Exchange Carriers Ordering and Design ("MECOD") refers to Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STIS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.472 Mid-Span Fiber Meet means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.483 North American Numbering Plan (NANP) means the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 1.494 Network Element means a facility or equipment used in the provision of a telecommunications service. Network Element includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.
- 1.505 Network Interface Device (NID) means the point of demarcation between the end user's inside wiring and Spectra's facilities.
- 1.56 Numbering Plan Area (NPA) is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.517 NXX, NXX Code, Central Office Code or CO Code is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.528 911 Service means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.539 Owner and Operator means as used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility.
- 1.60 Point of Interconnection (POI) means designated for routing of local interconnection trunks.
- 1.61 Pole Attachment has the meaning as set forth in Article IX and Appendix E of this Agreement.



- 1.542 Provider may mean Spectra or Green Hills depending on the context and which Party is providing the service to the other Party.
- 1.553 Public Safety Answering Point (PSAP) means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies ("ERAs") such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.564 Rate Center means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.575 Right-of-way (ROW) means the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.586 Routing Point denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection."
- 1.67 Service Switching Point (SSP) means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.598 Signaling Point (SP) means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.69 Signaling System 7 (SS7) means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.70 Spill or Release means as described under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), it includes, but is not limited to: spilling, leaking, dumping or disposing into the environment of any hazardous chemical, extremely hazardous substance or CERCLA hazardous substance.
- 1.601 Subsidiary of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.612 Synchronous Optical Network (SONET) means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.73 Switched Access Service means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

- 1.74 Telecommunications Services 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.
- 1.75 Third Party Contamination means environmental pollution that is not generated by the LEC or Green Hills but results from off-site activities impacting a facility.
- 1.76 Trunk Side refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.77 Undefined Terms means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.78 Vertical Features (including "CLASS Features") means vertical services and switch functionalities, including, but not necessarily limited to: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.
- 1.79 Wire Center means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

### ARTICLE III GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
  - 2.1 Term. Spectra and Green Hills agree that the term of the Agreement shall be two years from the date Spectra assumes ownership of the former GTE properties in Missouri. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term.
  - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; (c) tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(i) of the Act.
  - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
    - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
    - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.
  - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least one hundred twenty (120) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice unless otherwise mutually agreed to by the Parties. The Party selling or transferring the operating area will specifically notify the purchaser of the existence of this Agreement and will take reasonable steps to facilitate the development of a successor agreement between the other Party and the purchaser of the operating area. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

- 2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. Responsibility for Payment. All charges for Services provided under this Agreement will be billed to the Party receiving such Services, including all applicable taxes and surcharges. The Party receiving Services under this Agreement is responsible for payment of charges billed regardless of any billing arrangements or situation between that receiving Party and its end user customer.
7. Billing and Payment. Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, Green Hills and Spectra agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement.
- 7.1 Dispute. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within sixty (60) calendar days of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.
- 7.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable Parties' state access tariffs or the Parties' applicable FCC access tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 7.3 Due Date. Payment is due 30 calendar days from the bill date or 20 calendar days from receipt of bill whichever is later.
- 7.4 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and

expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

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

10. Confidential Information.

10.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, all orders for Services or network elements placed by Green Hills pursuant to this Agreement, and information that would constitute customer proprietary network information of Green Hills end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Green Hills end users, whether disclosed by Green Hills to Spectra or otherwise acquired by Spectra in the course of its performance under this Agreement.

10.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

- 10.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.
- 10.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
11. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.
12. Cooperation on Fraud Minimization. Each Party assumes responsibility for all fraud associated with its end user customers and accounts. Neither Party shall have any responsibility for, nor is it required to investigate or make adjustments to the other Party's account in cases of fraud. The Parties agree that they shall cooperate with one another to resolve cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
13. Dispute Resolution.
- 13.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach; provided, however, that either Party may elect, before filing the claim or response in arbitration to submit an otherwise arbitrable dispute to a Commission or court which would have jurisdiction were it not arbitrable.
- 13.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

- 13.3 Arbitration. If the negotiations do not resolve the dispute within thirty (30) Business Days, or longer if mutually agreed on by the Parties, of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within thirty(30) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 13.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 13.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).
- 13.5 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 13.6 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 Article IV, Section 4) in accordance with this Agreement.
14. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
15. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
16. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including

without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

17. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
19. Industry Standard Practices. The Parties acknowledge that both Parties shall be applying industry standard practices to various requirements hereunder applicable to CLEC industry. Each Party agrees that the other Party may implement such industry standard practices to satisfy any obligations under this Agreement to which such industry standard practices apply.
20. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
21. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
22. Law Enforcement Interface.
  - 22.1 Except to the extent not available in connection with each Party's operation of its own business, each Party shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency taps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services, including, without limitation, call traces requested by the other Party.
  - 22.2 Each Party agrees to work jointly with the other Party in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for a Party's Customers will be billed to that Party.
  - 22.3 Each Party will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a the other Party's Customer and shall refer them to the other Party.



23. Liability and Indemnity.

23.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

23.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, Unbundled Network Elements or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from Services, Unbundled Network Elements or Facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.

23.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

23.4 Limitation of Liability. Provider's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the Services, Unbundled Network Elements or facilities for the time period during which the Services, Unbundled Network Elements or facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this

- 23.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
24. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
25. No Offer. This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 252 of the Act.
26. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
27. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to Green Hills:

Green Hills Telecommunications Services  
Attention: General Manager  
7926 N.E. State Route M, P.O. Box 227  
Breckenridge, MO 64625  
Facsimile number: (660) 644-5464

28. Protection.
- 28.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").
- 28.2 Resolution. If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.
29. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, Unbundled Network Elements or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both Spectra and Green Hills.
30. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
31. Changes in Legal Requirements. Spectra and Green Hills further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.
32. Effective Date. If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be ten (10) Business Days after such approval or in the event this Agreement is developed in whole or in part through arbitration, thirty (30) Business Days after such approval. Such date (i.e., ten (10) or, if arbitrated, thirty (30) Business Days after the approval) shall become the "effective date" of this Agreement for all purposes. In any event, such effective date shall not be later than the transfer of the GTE properties to Spectra.
33. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all their own FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Green Hills shall reasonably cooperate with Spectra in obtaining and maintaining any required approvals for which Spectra is responsible, and Spectra shall reasonably cooperate with Green Hills in obtaining and maintaining any required approvals for which Green Hills is responsible.
34. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

35. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
36. Service Standards.
- 36.1 The Parties shall meet applicable quality of local service standards imposed by the Commission on an exchange level basis and will provide a level of services to each other under this Agreement in compliance with the nondiscrimination requirements of the Act.
- 36.2 Spectra and Green Hills agree to implement performance standards, including monetary penalties, to measure the quality of Local Services (Unbundled Network Elements, Collocation, ROW, Conduit and Pole Attachments, as applicable) supplied by Spectra on a CLEC-specific basis with respect to pre-ordering, order/provisioning, maintenance and billing. Such performance standards will apply regardless of the number of orders processed. If the Parties are unable to reach agreement on a set of performance standards within ninety (90) days of Green Hill's request to begin negotiation of such standards, the matter will immediately be referred to the Commission for action. The Parties may mutually agree in writing to extend the deadline contained in this Section.
- 36.3 Spectra shall provide Green Hills with forty five (45) days notice of any new or changed feature, functionality or price pertaining to pre-ordering, ordering/provisioning, maintenance and billing for "Services" necessary to ensure that Green Hills can provide retail local exchange services which are at least equal in quality to comparable Spectra retail local exchange services.
- 36.4 The Parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance. Spectra will treat Green Hills in a nondiscriminatory manner equal to Spectra's established business practice, e.g., Spectra will advise Green Hills of any such network event resulting in blocked calls or lost features.
37. 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. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
38. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
39. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
40. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all

applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party.

- 40.1 Tax - A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

- 40.2 Fees/Regulatory Surcharges - A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, Lifeline, hearing impaired, and Commission surcharges.

41. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

42. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

43. Environmental Responsibility.

- 43.1 Spectra and Green Hills agree to comply with applicable federal, state and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (EPA) regulations issued under the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Superfund Amendments and Reauthorization Act and the Toxic Substances Control Act and OSHA regulations issued under the Occupational Safety and Health Act of 1970. Each Party has the responsibility to notify the other if compliance inspections occur and/or citations are issued that impact any aspect of this Agreement such as occurring on a LEC facility or involving Green Hills potential employee exposure.

- 43.2 Spectra and Green Hills shall provide notice of known and recognized physical hazards or hazardous chemicals that must include providing Material Safety Data Sheets (MSDSs) for materials existing on site or brought on site to the facility. Each Party is required to provide specific notice for potential imminent danger conditions which could include, but is not limited to, a defective utility pole or significant petroleum contamination in a manhole.

- 43.3 Spectra will make available additional environmental control or safety procedures for Green Hills to review and follow when working at a Spectra facility. Providing these procedures, beyond government regulatory compliance requirements, is the decision of Spectra. These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of Spectra for safety and environmental protection.
- 43.4 Any materials brought, used or remaining at the facility by Green Hills are owned by Green Hills. Green Hills will indemnify Spectra for these materials. No substantial new safety or environmental hazards can be created or new hazardous materials can be used at a Spectra facility. Green Hills must demonstrate adequate emergency response capabilities for its materials used or remaining at the Spectra facility.
- 43.5 When third party contamination is discovered at a Spectra facility, the Party uncovering the condition must notify the proper safety or environmental authority, if required under applicable laws or regulations. Green Hills must also notify Spectra of third party contamination it discovers at Spectra facilities.
- 43.6 Green Hills should obtain and use its own environmental permits, if necessary. If Spectra's permit or EPA identification number must be used, Green Hills must comply with all of Spectra's environmental processes including environmental "best management practices (BMP)" and/or selection of disposition vendors and disposal sites.
- 43.7 Green Hills visitors must comply with Spectra security, fire safety, safety, environmental and building practices/codes including equivalent employee training when working in Spectra facilities.
- 43.8 Spectra and Green Hills shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, Spectra and Green Hills must develop a cost sharing procedure.
- 43.9 Notwithstanding Section 22, Spectra and Green Hills shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage, and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses or in connection with the violation or alleged violation of any applicable requirement or the presence or alleged presence of contamination arising out of the indemnifying party's acts or omissions concerning its operations at the facility.
- 43.10 Activities impacting safety or the environment of a Right of Way must be harmonized with the specific agreement and the relationship between Spectra and the private land owner. This could include limitations on equipment access due to environmental conditions (e.g., wetland area with equipment restrictions).
44. TBD Prices. Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to Green Hills ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge (NRC) for a specific network element, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of

the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by Green Hills to Spectra, and any overpayment shall be refunded by Spectra to Green Hills, within 45 Business Days after the establishment of the price by the Commission.

45. Amendment of Certain Rates, Terms and Conditions. Spectra acknowledges Green Hill's rights under Section 252 (i) of the Telecommunications Act of 1996.

ARTICLE IV  
GENERAL RULES GOVERNING UNBUNDLED ELEMENTS

1. General. General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate Spectra intrastate local, toll and access tariffs (the "Spectra Retail Tariff"), apply to retail services made available by Spectra to Green Hills for unbundled network elements provided by Spectra to Green Hills, when appropriate, unless otherwise specified in this Agreement. As applied to services or network elements offered under this Agreement, the term "Customer" contained in the Spectra Retail Tariff shall be deemed to mean "Green Hills" as defined in this Agreement.
2. Liability of Spectra.
  - 2.1 Inapplicability of Tariff Liability. Each Party's general liability, as described in its respective Retail Tariff, does not extend to the other Party's customers or any other third party. Liability of one Party to the other resulting from any and all causes arising out of services, facilities, network elements or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall be attached. Spectra shall be liable for the individual services, facilities or elements that it separately provides to Green Hills and shall not be liable for the integration of components combined by Green Hills.
  - 2.2 Green Hills Tariffs or Contracts. Green Hills shall, in its tariffs or other contracts for services provided to its end users using services, facilities or network elements obtained from Spectra, provide that in no case shall Spectra be liable to Green Hill's end users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by Green Hills of the possibility of such damages and Green Hills shall indemnify and hold Spectra harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship with Green Hill's end users.
  - 2.3 No Liability for Errors. Spectra is not liable for mistakes that appear in Spectra's listings, 911 and other information databases, or for incorrect referrals of end users to Green Hills for any ongoing Green Hills service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, Green Hills shall indemnify and hold Spectra harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by third parties, including Green Hill's end users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of Spectra or its employees or agents.
3. Unauthorized Changes.
  - 3.1 Procedures - Unauthorized Change by the Parties. If either Party (for this section, "the ordering Party") submits an order for unbundled elements under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from the other Party, or another LEC using the other Party's unbundled elements, and the end user notifies the other Party that the end user did not authorize the ordering Party to provide local exchange services to the end user, the ordering Party must provide the other Party with written documentation of authorization from that end user within three (3) Business Days of notification by the other Party. If the ordering Party cannot provide written documentation of authorization within such time frame, the ordering Party must within three (3) Business Days thereafter:



- (a) Notify other Party to change the end user back to the LEC providing service to the end user before the change to the ordering Party was made; and
- (b) Provide any end user information and billing records the ordering Party has obtained relating to the end user, to the LEC previously serving the end user; and
- (c) Notify the end user and the other Party that the change back to the previous LEC has been made; and
- (d) Pay the other Party the applicable non-recurring service order fee per affected line to compensate the other Party for switching the end user back to the original LEC.

3.2 Option to Restrict Changes Without Evidence of Authorization. Either Party's end users may request the other Party to permit changes of their provider of local exchange services only upon end user written notification to the original providing Party that the end user wishes to change the end user's provider of local exchange services. In such a situation, neither Party will change an end user's provider of local exchange services without such written notification.

4. Impact of Payment of Charges on Service. The Parties agree to be solely liable for the payment of all charges for all services, facilities and elements furnished to each of them under this Agreement, including, but not limited to, calls originated or accepted at its or its end users' service locations. If either Party fails to pay when due any and all charges billed to such Party under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) Business Days after the due date of such Unpaid Charges excepting previously disputed charges for which such billed Party may withhold payment, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges within seven (7) Business Days. If the billed Party disputes the billed charges, it shall, within said seven (7) day period, inform the billing Party in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to the billing Party all undisputed charges. If the Parties are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either Party may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if the billed Party owes payment it shall make such payment to the billing Party with any late payment charge under Article III, Section 7.2, from the original payment due date. If the billed Party owes no payment, but has previously paid the billing Party such disputed payment, then the billing Party shall credit such payment including any late payment charges. If the billed Party fails to pay any undisputed Unpaid Charges, such billed Party shall, at its sole expense, within five (5) Business Days notify its end users that their service may be disconnected for such owing Party's failure to pay Unpaid Charges, and that its end users must select a new provider of local exchange services. If the owing Party fails to provide such notification or any of the owing Party's end users fail to select a new provider of services within the applicable time period, the billing Party will provide local exchange services to the owing Party's end users under the billing Party's applicable end user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to the owing Party's end user, but will be assessed to the owing Party. In such event, Spectra will provide notice to the Commission that Green Hill's services will be discontinued due to non-payment by Green Hills. Green Hills, at its expense, will provide Spectra its current customer data for remaining customers who have not chosen another local service provider so that Spectra can inform those customers and the customers' interexchange carriers that Spectra is now the local service provider for such customers. To the extent that it has proper customer data, Spectra will inform these customers within five (5) days that their service is being taken over by Spectra due to non-payment by Green Hills. Spectra

will also inform such customers that they have the right to select another local service provider. The billing Party may discontinue service to the billed Party upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to the billed Party or the billed Party's end users in the event of such disconnection.

5. Unlawful Use of Service. Services, facilities or unbundled elements provided by Spectra pursuant to this Agreement shall not be used by Green Hills or its end users for any purpose in violation of law. Green Hills, and not Spectra, shall be responsible to ensure that Green Hills and its end users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. Spectra may refuse to furnish service to Green Hills or disconnect particular services, facilities or unbundled elements provided under this Agreement to Green Hills or, as appropriate, Green Hill's end user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) Spectra is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Spectra is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to Green Hills, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to Spectra the written finding of a court, then upon request of Green Hills and agreement to pay restoral of service charges and other applicable service charges, Spectra shall promptly restore such service.
6. Timing of Messages. Timing of messages applicable to Spectra's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.
7. Procedures For Preordering, Ordering, Provisioning, Etc. Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are described in Appendix D. The Parties agree that they will use a manual service order process throughout the term of the contract and that there will be no charge for such service. In addition, the Parties agree that should Spectra elect to create an electronic ordering system, Green Hills will not be charged for the development of such system.
8. Customer Contacts. Except as otherwise provided in this Agreement or as agreed to in a separate writing by Green Hills, Green Hills shall provide the exclusive interface with Green Hill's end user customers in connection with the marketing or offering of Green Hills services. Except as otherwise provided in this Agreement, in those instances in which Spectra personnel are required pursuant to this Agreement to interface directly with Green Hill's end users, such personnel shall not identify themselves as representing Spectra. All forms, business cards or other business materials furnished by Spectra to Green Hills end users shall bear no corporate name, logo, trademark or trade name other than Green Hill's. In no event shall Spectra personnel acting on behalf of Green Hills pursuant to this Agreement provide information to Green Hills end users about Spectra products or services.

ARTICLE V  
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by Spectra to Green Hills or by Green Hills to Spectra and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between Spectra and Green Hills. The services and facilities described in this Article shall be referred to in this Article V as the "Services."

1.2 Service Locations for Interconnection Services and Facilities. Appendix B, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Interconnection Point ("IP") for such Services.

1.3 Additional Services or Service Locations. If, during the term of this Agreement, the parties determine that additional services are needed in the State, or existing Services will be offered in new locations in the State, the Parties shall execute an amendment to this Agreement substantially in the form of Appendix C attached to this Agreement and made a part hereof, incorporating the additional locations and/or any additional terms necessary for the additional services. Upon the effective date of the amendment, and continuing through the remaining term of this Agreement, the new services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.

2. Billing and Rates.

2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. Spectra's rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof. Green Hill's separate rates and charges are also set forth in Appendix A attached hereto and made a part hereof.

2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Until such time as the Parties implement combined (single) trunk groups pursuant to Section 4.3.3 of this Article, charges for traffic that has been, for whatever reason, routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) shall reflect the appropriate compensation arrangement for the appropriate jurisdiction and shall be handled as a post-billing adjustment to bills rendered. Additional matters relating to billing are included in Appendix D attached to this Agreement and made a part hereof.

3. Transport and Termination of Traffic.

3.1 Types of Traffic. The Parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS and jointly provided Interexchange Carrier Traffic originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. Only traffic originated by or terminating to the Parties' end user customers is to be exchanged. The Parties also agree to exchange traffic associated with Third-Party LECs, CLEC's and Wireless Service Providers if an agreement has been made between the originating carrier and both the

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- 2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Until such time as the Parties implement combined (single) trunk groups pursuant to Section 4.3.3 of this Article, charges for traffic that has been, for whatever reason, routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) shall reflect the appropriate compensation arrangement for the appropriate jurisdiction and shall be handled as a post-billing adjustment to bills rendered. Additional matters relating to billing are included in Appendix D attached to this Agreement and made a part hereof.

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tandem company and the terminating company. In addition, the Parties will notify each other of any anticipated change in traffic distribution.

### 3.2 Compensation For Exchange Of Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic in accordance with Section 3.2.2 of this Article. Charges for the transport and termination of intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate. Optional extended area service (EAS), where applicable, will be classified as toll traffic. Mandatory EAS will be classified as local traffic.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic 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 only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. The Parties recognize that some adjustment to compensation for terminating local traffic will be necessary where INP is present. To account for ISP traffic, the Parties will negotiate an initial factor(s) representative of the proportionate share of traffic exempt from local compensation. This factor will be updated quarterly in a like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Nothing in this Section 3.2.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.2.2, except as set forth in Section 3.1 above.

3.2.3 Sharing of Access Charges on Calls to Ported Numbers. Until permanent number portability is implemented, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other party. After permanent number portability is implemented, the Parties agree to renegotiate sharing of access charges to ported numbers in accordance with permanent number portability requirements. In lieu of actual measurements of minutes and/exchange of billing records for this traffic the Parties agree that the Party providing the ported number will pay the other Party the rate per line/per month as specified in Appendix B.

- (a) The number of lines/talk paths per ported number that are subject to compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per number available for compensation can only be increased by mutual consent of the parties.

- (b) The Parties agree that the compensation rate in paragraph 3.3.3 may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rate if a significant event occurs. At a minimum, the parties agree to reevaluate the rate on an annual basis.

3.3 Tandem Switching Services. Where applicable, the Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as well as for traffic between either Party's end users and any Third Party which is interconnected to the other Party's access tandems as follows:

3.3.1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other Green Hills, ILEC, or wireless service provider). The applicable rate for this charge is identified in Appendix A.

3.3.2 The originating Party also assumes responsibility for compensation to the company which terminates the call.

3.3.3 Services Provided. Tandem switching services provided pursuant to this Section 3.3 shall include the following:

- (a) Signaling;
- (b) Screening and routing;
- (c) Recording;
- (d) Support of all trunk interconnections;
- (e) Access to PSAPs, in accordance with the terms and conditions of Article VII of this Agreement; and
- (f) Transit of traffic to and from third parties in accordance with the terms and conditions of this section.

3.4 Inter-Tandem Switching. The Parties will only use inter-tandem switching for the transport and termination of traffic originating on each other's network at and after such time as either (i) Green Hills has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof or (ii) generally accepted industry signaling standards and AMA record standards support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture. Green Hills may interconnect with Spectra at any of the minimum technically feasible points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a bona fide request to directly interconnect their respective networks, interconnection will be as specified in the following subsections. The "IPs" shall be set forth in Appendix B attached to this Agreement and made a part hereof. Based on the configuration, the installation time line will vary considerably, however, Spectra will work with Green Hills in all circumstances to install "IPs" within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Telecommunications Act of 1996.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested. For each "IP" set forth in Appendix B, the Parties shall specify the type of interconnection used at that "IP."

- (a) A Mid-Span Fiber or Copper Meet within an existing Spectra exchange area whereby the Parties mutually agree to jointly plan and engineer their facility "IP" at a designated manhole or junction location. The "IP" is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
- (b) A Virtual EIS or physical collocation arrangement at a Spectra wire center subject to the rates, terms, and conditions contained in Spectra's applicable tariffs.
- (c) A special access arrangement and/or switched transport terminating at a Spectra wire center subject to the rates, terms, and conditions contained in Spectra's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual EIS and physical collocation arrangements are governed by appropriate Spectra tariffs, except as provided in Article VIII, Section 1.3.

4.1.3 The Parties will mutually designate at least one POI on Spectra's network within each Spectra local calling area for the routing of Local Traffic. Recording and billing of traffic routed over these facilities shall be as provided in Section 3.4 of this Article.

4.2 Compensation. The Parties agree to the following compensation for internetwork facilities, depending on facility type.

4.2.1 Mid-Span Fiber or Copper Meet: Spectra will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and Spectra's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by Spectra. Green Hills will charge flat rated transport to Spectra for Green Hills facilities used by Spectra. Green Hills will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the Green Hills switch; or (ii) the airline mileage from the Spectra switch to the serving area boundary.

4.2.2 Collocation: Spectra will charge Virtual EIS or Physical collocation rates from the applicable Spectra tariff or Appendix C. Green Hills will charge Spectra flat rated transport to reflect the proportionate share of the facility that is used for transport of traffic originated by Spectra. Green Hills will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the Green Hills switch; or (ii) two (2) times the airline mileage from the Spectra switch to the serving area boundary.

4.2.3 Special Access and/or Switched Access: Spectra will charge special access and/or switched access rates from the applicable Spectra intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by Spectra.

#### 4.3 Trunking Requirements.

- 4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available.
- 4.3.2 Green Hills shall make available to Spectra trunks over which Spectra shall terminate to end users of Green Hills-provided Exchange Services, Local Traffic and, when applicable, optional EAS traffic originated from end users of Spectra-provided Exchange Service.
- 4.3.3 Green Hills and Spectra shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Green Hills and Spectra will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. Spectra requires separate trunk groups from Green Hills to terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent Green Hills desires to have any interexchange carriers (IC) terminate traffic to Green Hills IC transiting trunks, Green Hills will arrange for such IC to issue an ASR to Spectra instructing Spectra to route such traffic over the appropriate trunk group. Until Spectra receives and processes such ASRs, the traffic will be blocked.
  - 4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
  - 4.3.3.2 Neither party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.
- 4.3.4 Green Hills and Spectra will reciprocally provide PLU factors to each other on an annual basis to identify the proper jurisdiction of each call type that is carried over the required trunks.
- 4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
- 4.3.6 Green Hills and Spectra agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.7 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.
- 4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 4.3.9 The Parties will support intercompany 64kbps clear channel where available.

#### 4.4 Network Redesigns Initiated by Spectra. Spectra will not charge Green Hills when Spectra initiates its own network redesigns/reconfigurations.



5. Indirect Network Interconnection. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, except as provided in 3.4 above, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem. Either Party may deliver traffic destined to terminate at the other Party's end office via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement. Nothing in this Agreement shall prevent Green Hills from entering into a host remote or tandem switching agreement with a third party.
6. Number Resources.
  - 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Green Hill's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Green Hills shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. Green Hills shall not request number resources to be assigned to any Spectra switching entity.
  - 6.2 Rate Centers. For purposes of compensation between the Parties and the ability of Spectra to appropriately apply its toll tariff to its end user customers, Green Hills shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the incumbent LEC and shall assign whole NPA-NXX codes to each Rate Center.
  - 6.3 Routing Points. Green Hills will also designate a Routing Point for each assigned NXX code. Green Hills may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively Green Hills may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by Green Hills within an existing Spectra exchange area. Green Hills shall use diligent efforts to designate at least one Routing Point in Spectra's exchange area for all NPA-NXXs associated with Spectra's Rate Centers.
  - 6.4 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.
  - 6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
7. Interim Number Portability (INP). Each Party shall provide the other Party with INP for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. Spectra shall provide its INP to Green Hills using remote call forwarding ("RCF"). The Spectra rates for INP service using RCF are set out in Appendix B attached to this Agreement and made a part hereof. If Green Hills wishes to use Direct Inward Dialing ("DID") to provide INP to its end users, Green Hills may purchase DID service from Spectra at the wholesale rates. Green Hills shall provide INP to Spectra using RCF at the rates specified for Green Hills in Appendix B.

8. Meet-Point Billing.

8.1 Meet-Point Arrangements.

- 8.1.1 The Parties may mutually establish Meet-Point Billing ("MPB") arrangements in order to provide Switched Access Services to Access Service customers via a Spectra access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 3.2.3 for Interim Portability.
- 8.1.2 Except in instances of capacity limitations, Spectra shall permit and enable Green Hills to sub-tend the Spectra access tandem(s) nearest to the Green Hills Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, Green Hills shall be allowed to subtend the next-nearest Spectra access tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the "IP".
- 8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the Spectra access tandem switch.
- 8.1.5 Green Hills and Spectra will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 8.1.6 As detailed in the MECAB document, Green Hills and Spectra will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by Green Hills and Spectra via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 8.1.7 Green Hills and Spectra shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Compensation.

- 8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by Green Hills and Spectra via the MPB arrangement shall be according to the multiple-bill/multiple tariff method as described in the MECAB guidelines. This means each Party will bill the portion of service they provided at their appropriate tariff, or price list.
- 8.2.2 Subsequently, Green Hills and Spectra may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by Green Hills and Spectra via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented, such changes then may be made in

accordance with MECAB guidelines and if the Parties mutually agrees, the change will be made.

9. Common Channel Signaling.

9.1 Service Description. The Parties will provide Common Channel Signaling ("CCS") to one another via Signaling System 7 ("SS7") network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

9.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. Spectra will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

9.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.

9.4 Third Party Signaling Providers. Green Hills must choose a third-party SS7 signaling provider to transport messages to and from the Spectra SS7 network. In that event, that third-party provider must present a letter of agency to Spectra, prior to the testing of the interconnection, authorizing the third party to act on behalf of Green Hills in transporting SS7 messages to and from Spectra.

9.5 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

10. Service Quality and Performance. Each Party shall provide Services under this Article to the other Party that are equal in quality to that the Party provides to itself, its Affiliates or any other entity. "Equal in quality" shall mean that the Service will meet the same technical criteria and performance standards that the providing Party uses within its own network for the same Service at the same location under the same terms and conditions.

11. Network Outages. The Parties shall work together to establish reciprocal responsibilities for network outages and reporting. Each party shall be responsible for network outage as a result of termination of its equipment in the other Party's wire center or access tandem. Each Party shall be responsible for notifying the other Party of significant outages which could impact or degrade the other Party's switches and services.

12. Technical Descriptions and Forecasts. Spectra and Green Hills will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

## ARTICLE VI UNBUNDLED NETWORK ELEMENTS

1. General. The purpose of this Article VI is to define the unbundled network elements that may be leased by Green Hills from Spectra. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed with the Spectra Customer Guide for Green Hills Establishment of Services - Unbundling (the "Guide"). Additional procedures for preordering, ordering, provisioning and billing of unbundled network elements are outlined in Appendix D.
2. Unbundled Network Elements.
  - 2.1 Categories. There are several separate categories of Network Components that shall be provided as unbundled network elements by Spectra:
    - (a) Network Interface Device or NID
    - (b) Loop Elements
    - (c) Port and Local Switching Elements
    - (d) Transport Elements
    - (e) Signaling Elements
    - (f) Data Switching
    - (g) Digital Cross Connect System (DCS)
  - 2.2 Prices. Individual unbundled network elements and prices are identified on Appendix C attached to this Agreement and made a part hereof, or under the appropriate Spectra tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix C.
    - 2.2.1 Reciprocal Compensation Arrangements for Call Termination. Reciprocal compensation arrangements for call termination shall be as provided in Appendix G attached hereto.
  - 2.3 Interconnection to Unbundled Elements. Green Hills may lease and interconnect to whichever of these unbundled network elements Green Hills chooses, and subject to technical feasibility, may combine these unbundled elements with any facilities or services that Green Hills may itself provide subject to the following:
    - 2.3.1 Interconnection shall be achieved via expanded interconnection/collocation arrangements Green Hills shall maintain at the wire center at which the unbundled services are resident.
    - 2.3.2 Green Hills may order transport pursuant to Section 6 below from the wire center at which the unbundled elements (e.g., loop, port) are located to the Spectra wire center where Green Hills has established an interconnection/collocation arrangement.
    - 2.3.3 Each loop or port element shall be delivered to Green Hills collocation arrangement over a loop/port connector applicable to the unbundled services as listed on Appendix C.
    - 2.3.4 Green Hills shall combine unbundled network elements with its own facilities or those provided by a third party. Green Hills may not combine such network elements to provide solely interexchange service or solely access service to an interexchange carrier.

- 2.4 Service Quality. To the degree possible, all service attributes, grades-of-service and installation, maintenance and repair intervals which apply to the bundled service will apply to unbundled network elements. Notwithstanding the foregoing, Spectra shall not be responsible for impacts on service attributes, grades of service, etc., resulting from Green Hill's specific use of or modification to any unbundled network element.
3. Network Interface Device.
- 3.1 Direct Connection. Green Hills shall be permitted to connect its own Loop directly to Spectra's Network Interface Device or NID in cases in which Green Hills uses its own facilities to provide local service to an end user formerly served by Spectra, as long as such direct connection does not adversely affect Spectra's network. In order to minimize any such adverse effects, Green Hills shall follow the procedures in Sections 3.1.1 and 3.1.2 below.
- 3.1.1 When connecting its own loop facility directly to Spectra's NID for a residence or business customer, Green Hills must make a clean cut on the Spectra drop wire at the NID so that no bare wire is exposed. Green Hills shall not remove or disconnect Spectra's drop wire from the NID or take any other action that might cause Spectra's drop wire to be left lying on the ground.
- 3.1.2 At multi-tenant customer locations, Green Hills must remove the jumper wire from the distribution block (i.e. the NID) to the Spectra cable termination block. If Green Hills cannot gain access to the cable termination block, Green Hills must make a clean cut at the closest point to the cable termination block. At Green Hill's request and discretion, Spectra will determine the cable pair to be removed at the NID in multi-tenant locations. Green Hills will compensate Spectra for the trip charge necessary to identify the cable pair to be removed.
- 3.1.3 Spectra agrees to offer NIDs for lease to Green Hills but not for sale. Green Hills may remove Spectra identification from any NID which it connects to a Green Hills loop, but Green Hills may not place its own identification on such NID.
- 3.2 NID to NID Connection. Rather than connecting its loop directly to Spectra's NID, Green Hills may also elect to install its own NID and effect a NID to NID connection to gain access to the end user's inside wiring.
- 3.3 Removal of Cable Pairs. Removal of existing cable pairs required for Green Hills to terminate service is the responsibility of Green Hills.
- 3.4 Maintenance. When Green Hills provides its own loop and connects directly to Spectra's NID, Spectra does not have the capability to perform remote maintenance. Green Hills can perform routine maintenance via its loop and inform Spectra once the trouble has been isolated to the NID and Spectra will repair (or replace) the NID, or, at Green Hills's option, it can make a NID to NID connection, using the Spectra NID only to gain access to the inside wire at the customer location. In cases where a Spectra NID is not present, Green Hills will not be responsible for the costs associated with maintenance if the trouble is isolated to the end users inside wire.
4. Loop Elements.
- 4.1 Service Description. A "Loop" is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame ("MDF") or functionally comparable piece of equipment in a Spectra end office or wire center to a demarcation or connector block in/at a subscriber's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which

may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.

4.2 Categories of Loops. There are three general categories of loops:

4.2.1 "2-wire analog voice grade" loops will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This loop is commonly used for local dial tone service;

4.2.2 "4-wire analog voice grade" loops conform to the characteristics of a 2-wire voice grade loop and, in addition, can support the simultaneous independent transmission of information in both directions;

4.2.3 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end.

4.3 Loops for Digital Services. Green Hills may also lease 2-wire or 4-wire Loops that have been conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL and DS-1 level signals, subject to the limitations indicated in Sections 4.6 and 4.7. The price for such conditioned Loops shall be the price for the basic 2-wire or 4-wire loop, as applicable, that is listed in Appendix C, plus the applicable charge for the special conditioning as provided for in the appropriate Spectra intrastate special access tariff. Prices for DS-3 grade Loops are the prices set forth in the appropriate Spectra intrastate special access tariff.

4.4 Features, Functions, Attributes. To the degree possible, all transport-based features, functions, service attributes, grades-of-service, installation, maintenance and repair intervals that apply to the bundled services will apply to unbundled loops.

4.4.1 Spectra will not perform routine testing of the unbundled loop for maintenance purposes. Green Hills will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. Spectra will perform repair and maintenance once trouble is identified by Green Hills.

4.4.2 All Loop facilities furnished by Spectra on the premises of Green Hill's end users and up to the network interface or functional equivalent are the property of Spectra. Spectra must have access to all such facilities for network management purposes. Spectra employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.

4.4.3 Spectra will provide loop transmission characteristics to Green Hills end users which are equal to those provided to Spectra end users and which are consistent with the service requirement of the Commission on an exchange level basis.

4.4.4 If Green Hills leases loops which are conditioned to transmit digital signals, as a part of that conditioning, Spectra will test the loop and provide recorded test results to Green Hills. In maintenance and repair cases, if loop tests are taken, Spectra will provide any recorded readings to Green Hills at time the trouble ticket is closed in the same manner as Spectra provides to itself and its end users.

4.5 Digital Loop Carrier. Where Spectra utilizes integrated digital loop carrier ("IDLC")<sup>1</sup> technology

to provision the Loop element, Spectra will take the necessary affirmative steps to provide unbundled Loops. The basic Loop provided will support voice grade services. Loop capabilities beyond voice grade (i.e., ISDN, ADSL, etc.) will be provided under the terms and conditions, and at the prices indicated in Section 4.3.

4.5.1 Spectra will permit Green Hills to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements Green Hills maintains at a Spectra wire center for the purpose of interconnecting to unbundled Loop elements.

#### 4.6 Unbundled Loop Facility Certification.

4.6.1 Before deploying any service enhancing copper cable technology (e.g., HDSL, ISDN, etc.) over unbundled 2-wire analog voice grade loops leased from Spectra, Green Hills shall notify Spectra of such intentions to enable Spectra to assess the loop transport facilities to determine whether there are any existing copper cable loop transport technologies (e.g., analog carrier, etc.) deployed within the same cable sheath that would be interfered with if Green Hills deployed the proposed service enhancing copper cable technology. If there are existing copper cable loop transport technologies already deployed within the same cable sheath, or if Spectra already has existing near term (within 18 months of the date of facility certification) plans to deploy copper cable loop transport technologies that would be interfered with as described above, Spectra will, within thirty (30) days of receiving a request for certification, so inform Green Hills and Green Hills shall not be permitted to deploy such service enhancing copper cable technologies. Spectra will take reasonable steps to provide such services before not permitting Green Hills to deploy such technology. Spectra will charge Green Hills the applicable engineering time and labor costs to perform the certification, if certification is requested by Spectra.

4.6.2 If Green Hills fails to notify Spectra of its plans to deploy service enhancing copper cable technology and obtain prior certification from Spectra of the facilities, if Green Hill's deployment of such technology is determined to have caused interference with existing or planned copper cable loop transport technologies deployed by Spectra in the same cable sheath, Green Hills will immediately remove such service enhancing copper cable technology and shall reimburse Spectra for all incurred expense related to this interference.

#### 4.7 Unbundled Loop Facility Notification.

4.7.1 Spectra reserves the right to deploy within its network at its sole discretion any and all copper cable loop transport technologies. If Spectra plans to deploy copper cable loop transport technology within a cable sheath in which such technology was not previously deployed, Spectra will provide notice to Green Hills of such planned deployment, indicating all service enhancing copper cable technologies that would cause interference with the technology to be deployed, or that would be interfered with by the deployment of such technology. Such notice will be provided at least ninety (90) Business Days in advance of the planned deployment. If Green Hills has deployed any technologies within the same cable sheath that would interfere with, or be interfered with, by the technology Spectra plans to deploy, the parties will work together to resolve the situation.

#### 4.8 Subloops.

4.8.1 Spectra will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a Bona Fide Request ("BFR"), when technically feasible and when Green Hills pays the cost of such separate provision.

4.8.2 Spectra will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by Spectra and Green Hills.

4.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by Spectra and Green Hills. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

4.8.4 Spectra will provide loop transmission characteristics as specified in Section 4.4.3 herein.

5. Port and Local Switching Elements.

5.1 Port. Port is an unbundled component of Exchange Service that provides for the interconnection of individual loops or trunks to the switching components of Spectra's network. In general, it is a line card or trunk card and associated peripheral equipment on Spectra end office switch that serves as the hardware termination for the end user's Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. The port does not include such features and functions which are provided as part of local switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end user's network address.

5.2 Ports Available as Unbundled Network Elements. There are four types of Ports available as unbundled network elements;

5.2.1 "2-wire analog line" Port is a line side switch connection employed to provide basic residential and business type Exchange Service.

5.2.2 "2-wire ISDN digital line" Port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

5.2.3 "DS-1 digital trunk" Port is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.

5.2.4 "4-wire ISDN digital DS-1 trunk" Port is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services

5.3 Port Prices. Prices for 2-wire analog and DS-1 Ports are listed in Appendix C. 2-wire ISDN line side Ports and 4-wire ISDN trunk side Ports shall be provided at a price agreed to by the Parties.

5.4 Future Interfaces. Spectra will make available as unbundled network elements any interfaces that are deployed within its switches and which it provides to its own end user customers. Spectra will interface with Green Hills using standard industry interfaces and support future interfaces that are deployed within the Spectra switch.

5.5 Local Switching. Local switching provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. Spectra will not offer individual core switch functions and features on an a la carte basis. Vertical features and CLASS services are not part of Local Switching. Spectra will only provide switch features and functions of which the particular switch is capable and inherent to the particular switching platform used (e.g., DMS, 5ESS, GTD5).

5.6 Green Hills must purchase Local Switching with the line-side Port or trunk-side Port, if applicable.

5.7 Green Hills shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of Green Hills to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.



- 5.8 Spectra will provide tandem switching capability at Spectra access tandems for traffic between Green Hills and Spectra end offices subtending the Spectra access tandem and for traffic between Green Hills and non-Spectra end offices subtending Spectra access tandems. Spectra will provide the features and functions that are centralized in tandem switches including but not limited to call recording, the routing of calls to operator services when technically feasible, and signaling conversion features.
6. Transport Facility.
- 6.1 Service Description. Transport is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or functionally comparable piece of equipment in a Spectra end office or access tandem to either (i) another MDF or functionally comparable piece of equipment in a Spectra end office or access tandem, or (ii) a meet point with transport facilities of Green Hills or another carrier. Transport may be provided over a variety of media, including, but not limited to, copper cables, radio frequencies or channels on a high capacity facility.
- 6.2 Categories/Types. Unbundled transport is provided under rates, terms and conditions of the applicable Spectra access tariff or local private line tariff.
7. SS7 Transport and Signaling. SS7 signaling and transport services in support of Green Hill's local exchange services shall be provided in accordance with the terms and conditions of Appendix D attached to this Agreement and made a part hereof.
8. Data Switching.
- 8.1 Access. Spectra will provide unbundled access to Spectra data switches to Green Hills at the user network interface ("UNI") and network to network interface ("NNI") level subject to mutual agreement on technical standards.
- 8.2 Nondiscrimination. Data switching features and functionalities provided to Green Hills will be without discrimination with respect to the way Spectra provides them to Spectra end users. In the event of overflow or congestion conditions on the data switching network, Green Hill's data traffic carried on Spectra facilities will be equal priority to Spectra data traffic.
- 8.3 Interface. To the extent a standard interface is available in a Spectra switch, it will be made available to Green Hills.
- 8.4 Testing, Monitoring, Administration and Maintenance. Testing, monitoring, administration and maintenance will be performed by Spectra in a nondiscriminatory manner.
9. Digital Cross Connect System (DCS).
- 9.1 Access. Spectra will provide unbundled access to the DCS element, which shall provide automated cross-connection (with CNC), facility grooming, bridging (MJU-digital), point to multipoint connections (DMB-analog), broadcast and automated facility test capabilities. These functionalities will be provided consistent with that which is provided to Spectra end users. Green Hills shall submit a Bona Fide Request to Spectra specifying these functionalities.
- 9.2 Optional Characteristics. The DCS element may include multiplexing, format conversion, signaling conversion and manual cross connection wiring.
- 9.3 Alternate Provisioning. Where no automated DCS capability exists, the cross connection function will be provided manually by Spectra through the combination of DSX patch panels and D4 banks or DS0 (or higher capacity) equipment.

- 9.4 Elements. Green Hills will have access to the following DCS elements:
- (a) DS0 with DS1 interface (CNC)
  - (b) DS1/VT1.5 with DS1, DS3 and SONET interfaces (CNC and Titan 5500)
- 9.5 Capabilities. The DCS elements will provide the following capabilities:
- (a) Real-time configuration (with CNC)
  - (b) Real-time access to integrated test equipment (with React and Customer Service)
  - (c) SONET asynchronous gateway functionality (with Titan 5500 only)
  - (d) Compliance with Bellcore and industry standards.
- 9.6 Protection and Performance. The unbundled DCS elements provided to Green Hills will have equipment/interface protection, redundant power supply and/or battery backup and performance/availability consistent with that provided to Spectra end users.
- 9.7 Provisioning, Administration and Maintenance. Spectra will provide provisioning, administration and maintenance of the DCS elements at parity with Spectra as well as real time access to performance monitoring and alarm data affecting Green Hills traffic (with CNC). Spectra is not required to keep software updated to the "current available release" in every instance.
10. Nondiscrimination Provision and Support. Spectra agrees to provide unbundled network elements in a timely manner considering the need and volume of requests. Spectra will provide unbundled network elements in a non-discriminatory manner and shall provide power to such elements on the same basis as Spectra provides to itself.
11. Advance Notification of Network and Technology Changes. Spectra will establish quarterly reviews of network and technology plans and will notify Green Hills six (6) months in advance of changes that would impact Green Hill's provision of services.
12. Provisioning Intervals. Spectra agrees to provide unbundled network elements in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals.

ARTICLE VII  
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Bona Fide Request Process.

1.1 Intent. The Bona Fide Request process is intended to be used when Green Hills requests customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.

1.2 Process.

1.2.1 A Bona Fide Request shall be submitted in writing by Green Hills and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that Spectra has sufficient information to analyze and prepare a response.

1.2.2 Although not expected to do so, Green Hills may cancel a Bona Fide Request in writing at any time prior to Green Hills and Spectra agreeing to price and availability. Spectra will then cease analysis of the request.

1.2.3 Within two (2) Business Days of its receipt, Spectra shall acknowledge in writing the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

1.2.4 Except under extraordinary circumstances, within ten (10) Business Days of its receipt of a Bona Fide Request, Spectra shall provide a proposed price and availability date, or it will provide a detailed explanation as to why Spectra is not able to meet Green Hill's request. If extraordinary circumstances prevail, Spectra will inform Green Hills as soon as it realizes that it cannot meet the ten (10) Business Day response due date. Green Hills and Spectra will then determine a mutually agreeable date for receipt of the request.

1.2.5 Unless Green Hills agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a Bona Fide Request will be made upon delivery, unless otherwise agreed to by Green Hills, in accordance with the applicable provisions of the Agreement.

1.2.6 Upon affirmative response from Spectra, Green Hills will submit in writing its acceptance or rejection of Spectra's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, the Dispute resolution procedures described above in this Article may be used by a Party to reach a resolution.

1.2.7 If Spectra responds that it cannot or will not offer the requested item in the Bona Fide Request and Green Hills deems the item essential to its business operations, and deems Spectra's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the Dispute resolution procedures described above in this Article may be used by a Party to reach a resolution, or the Parties may refer issues related to the Bona Fide Request to the Commission.

2. Transfer of Service Announcements. Spectra does not currently offer transfer of service announcements to its end user customers. If Spectra implements such a service for its end users, Spectra agrees to provide this service to Green Hills at rates to be mutually agreed to by the Parties.

3. Misdirected Calls. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.).
- 3.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to provide the end user the correct contact telephone number, at no charge and in a courteous manner.
- 3.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.

4. 911/E911 Arrangements.

- 4.1 Description of Service. Where Spectra is the 911 service provider, Spectra shall provide 911 Service as described in this Section. Green Hills will install a minimum of two dedicated trunks to Spectra's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which Green Hills provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at minimum, DSO level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. "9-1-1 Selective Router" is a CAMA-type trunk connection to a 9-1-1 Selective Router employed to accept ANI and voice for routing the call to the correct PSAP. Either configuration shall use CAMA type signaling with multifrequency (MF) tones that will deliver ANI with the voice portion of the call. Spectra will provide Green Hills with the appropriate CLLI codes and switch types of the central offices in the 911 selective router serving area. If a Green Hills central office serves end users in an area served by more than one Spectra 911/E911 selective router, Green Hills will install a minimum of two dedicated trunks in accordance with this section to each of such 911/E911 selective routers.
- 4.2 Transport. If Green Hills desires to obtain transport from Spectra to the Spectra 911 selective routers, Green Hills may purchase such transport from Spectra at the rates set forth in Spectra's intrastate switched access tariff or in Spectra's intrastate special access tariff where Spectra has facilities for such transport.
- 4.3 Cooperation and Level of Performance. The Parties agree to provide access to 911/E911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of Green Hill's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which Spectra provides to its own end users. To this end, Spectra will provide documentation to Green Hills showing which central offices are served by which 911 selective routers, and Spectra will provide maps of NXX overlays, NXX boundaries, and Spectra's network maps to identify diverse routing for purposes of 911 service provisioning. Such maps (if available) shall be to the same level of detail as are used by Spectra network design engineers. Spectra will provide reports to identify which Spectra databases cover which 911 districts.

Spectra plans to provide Green Hills notification in a timely manner of any significant decision involving any pending tandem moves, NPA splits, or scheduled maintenance outages in advance via its data base management centers and agrees to negotiate the procedures to mutual satisfaction.

- 4.4 Updates to MSAG. It shall be the responsibility of Green Hills to ensure that the address of each of its end users is included in the Master Street Address Guide (MSAG). Where Spectra is the lead telco, Spectra will accept address records provided on Green Hill's Local Service Request ("LSR") or via a separate feed established by Green Hills pursuant to Section 4.5 of

this Article. Spectra and Green Hills will work together to develop the process by which LSR errors out of the MSAG will be handled, as well as appropriate cost recovery to Spectra. Where Spectra is not the lead telco, Spectra has no action and Green Hills must establish a separate relationship with the lead telco to submit records for MSAG validation. Where Spectra is the lead telco, it will have a copy of the MSAG and will provide a copy to Green Hills upon request at a reasonable charge agreed upon by Green Hills.

4.5 Updates to Database. The 911/E911 database will be updated with Green Hill's end user 911/E911 information. If Green Hills provides its update data to Spectra as frequently as does Spectra's internal systems, the update process will be as timely. In any case, Spectra will not update the ALI database any later than one working day subsequent to receipt of data from Green Hills.

4.6 Compensation.

- (a) In situations in which Spectra is responsible for maintenance of the 911/E911 database and can be compensated for maintaining Green Hill's information by the 911 district, Spectra will seek such compensation from the 911 district. Spectra will seek compensation from Green Hills only if and to the extent that Spectra is unable to obtain such compensation from the 911 district.
- (b) Compensation to Spectra for provision of services it provides Green Hills hereunder shall be according to reasonable rates developed by Spectra and agreed upon by Green Hills.

4.7 PSAP Routing. Spectra will identify and be responsible for any special routing arrangements when it provides the switching to the PSAP.

4.8 Emergency Backup Numbers. When available under the 911 District contract, Spectra must identify any arrangements for emergency backup number in case of massive trunk failures.

4.9 Liability. Spectra will not be liable for errors with respect to 911/E911 services except for its gross negligence as addressed in applicable tariffs.

4.10 Final Authority. The Parties agree that the final authority for 911/E911 services will be the 911/E911 district served.

5. Information Services Traffic.

5.1 Routing. Each Party shall route traffic for information services (e.g. 900, 976, weather lines, sports lines, etc.) that originates on its network to the appropriate information services platforms connected to the other Party's network over the Local/IntraLATA trunks.

5.2 Recording. The Party on whose network the information services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the "Terminating Party").

5.3 Rating. The Terminating Party shall provide to the Originating Party all rating information necessary to bill the information services traffic to the Originating Party's end users pursuant to the Terminating Party's agreement(s) with each information provider.

5.4 Billing and Collection. The Originating party shall bill and collect such information service charges and shall remit the amounts collected to the Terminating Party less:

- (a) A mutually agreed upon fee for providing billing and collection of the information service charges; and
  - (b) Any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information services provider; and
  - (c) Any customer adjustment provided by the Originating Party.
- 5.5 Blocking. Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.
6. Directory Listings and Directory Distribution. Each Party has the option to purchase the other Party's directory listings and or directory distribution services according to the other Party's prevailing rates, terms and conditions.
7. Busy Line Verification and Busy Line Verification Interrupt. Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates in their respective tariffs.
8. SAG. Spectra will provide to Green Hills upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all LSOs, and lists services and features that are available in a specific LSO.
9. Dialing Format Changes. Spectra will provide reasonable notification to Green Hills of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.
10. Operational Support Systems (OSS). Spectra shall provide OSS functions to Green Hills for ordering, provisioning and billing that are generally available as described in Appendix D attached to this Agreement. Green Hills shall pay Spectra for access to Spectra's OSS functions consistent with processes defined in Appendix D.

## ARTICLE VIII COLLOCATION

1. Physical Collocation. Spectra shall provide to Green Hills physical collocation of equipment pursuant to 47 CFR § 51.323 necessary for interconnection or for access to unbundled network elements, provided that Spectra may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if Spectra demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. Spectra will work with Green Hills to install collocation arrangements within 120 calendar days absent extenuating circumstances, Spectra will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable federal and state EIS tariffs. In addition, Spectra agrees that the terms and conditions set forth in this Section 1 shall apply to physical collocation provided to Green Hills.
- 1.1 Space Planning. In addition to such provisions for space planning and reservation as may be set forth in the applicable Spectra federal and state EIS tariffs, the parties agree to the following terms and conditions.
  - 1.1.1 Spectra has the right to reserve space within its central offices for its own use based on a 5-year planning horizon.
  - 1.1.2 Spectra will notify Green Hills if it plans to build an addition to a central office where Green Hills has collocated facilities, if such addition would result in a material increase of space available for collocation.
  - 1.1.3 Should Green Hills submit to Spectra a two-year forecast for space planning for collocated facilities in a central office, Spectra will, in good faith, consider and discuss such forecast with Green Hills when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by Spectra in its sole discretion in light of Spectra requirements.
  - 1.1.4 Subject to technical feasibility and space limitations, Spectra will make available at applicable federal and state EIS tariffs such intraoffice facilities as may be necessary to accommodate projected volumes of Green Hills traffic.
- 1.2 Connection to Customer Loops and Ports. Facilities for cross-connection to unbundled loops and ports shall be provided under the rates established in Appendix C in this Agreement.
- 1.3 Connection to Other Collocated Carriers. Subject to technical feasibility and space limitations, Green Hills may interconnect with other carriers collocated at a Spectra central office at which Green Hills has collocated facilities; provided, however, that Green Hills and such other carriers must be collocated at the Spectra central office for the primary purpose of interconnecting with Spectra or accessing Spectra's unbundled network elements. If Green Hills wants to interconnect with other carriers collocated at a Spectra central office, Green Hills must provide Spectra with thirty Business Days' prior written notice, during which time Spectra may elect to provide the facilities necessary to accomplish such interconnection. Green Hills and the other collocated carriers may provide the necessary interconnection facilities only if Spectra elects not to provide such facilities or fails to so elect within the thirty day notice period. If Spectra elects to provide interconnection facilities under this section, Spectra will provide this cross connection under the Spectra federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

- 1.4 Choice of Vendor. Green Hills may use the vendor of its choice to install, maintain and repair equipment within Green Hill's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of Green Hills imposed under the applicable Spectra federal and state EIS tariffs, including but not limited to certification and approval by Spectra.
- 1.5 Monitoring. Subject to technical feasibility and space limitations, Green Hills may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. Green Hills may request that Spectra provide the facilities necessary for such remote monitoring, at which time Spectra and Green Hills will negotiate in good faith the price, terms and conditions of remote monitoring by Spectra.
- 1.6 Phone Service. Upon ordering collocated space, Green Hills may order that its collocation cage be provided with plain old telephone service (POTS) commencing at such time as Spectra has completed construction of the collocated space. Green Hills shall pay separately for any ordered POTS service.
- 1.7 Intraoffice Diversity. At Green Hill's request, Spectra will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.
- 1.8 Green Hills Proprietary Information. Spectra will protect all Green Hills proprietary information to the extent required under non-disclosure agreements existing as of the date Spectra completes construction of a physical collocation space at Green Hill's request.
- 1.9 Notification of Modifications. Spectra will notify Green Hills of modifications to collocation space in accord with the terms of applicable Spectra state and federal EIS tariffs. Additionally, Spectra shall notify Green Hills when major upgrades are made to the power plants supporting Green Hill's collocation space. The following shall constitute such major upgrades:
- (a) Replacement of a rectifier;
  - (b) Addition or replacement of a new fusing module;
  - (c) Addition or replacement of a power distribution unit frame; or
  - (d) Addition or replacement of modular rectifiers.
- 1.10 Drawings. When Green Hills orders collocated space, Spectra and Green Hills will hold a Spectra/Customer meeting in accord with applicable Spectra state and federal EIS tariffs. At such meeting, Spectra will provide such drawings of Spectra's central office facility as may be necessary to adequately depict Green Hill's proposed collocation space.
- 1.11 Construction of Space. Spectra will construct Green Hill's collocation space in accord with the terms and conditions set forth in the applicable Spectra state and federal EIS tariff. Additionally, Spectra agrees to the following terms and conditions regarding construction of collocated space:
- 1.11.1 Space will be constructed in 100 square foot increments, and shall be designed so as to prevent unauthorized access.
  - 1.11.2 A standard 100 square foot cage shall have the following standard features:
    - (a) Eight-foot high, nine gauge chain link panels;



- (b) Three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;
- (c) The door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;
- (d) The cage shall be provided with one padlock set, with Spectra retaining one master key;
- (e) One ac electrical outlet;
- (f) One charger circuit system;
- (g) One electrical sub-panel;
- (h) Such additional lighting as may be necessary;
- (i) One fire detection requirement evaluation;
- (j) Grounding for the cage consistent with COEI.

1.11.3 Modifications to the standard configuration set forth in Section 1.11.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, Spectra will work with Green Hills to implement such additional modifications as may be necessary to ensure that Green Hill's collocated space is protected from unauthorized access.

1.11.4 At such time as construction of Green Hill's collocation space is approximately 50 percent completed, Spectra will give Green Hills notification, and such notification shall include scheduled completion and turnover dates.

1.11.5 Upon completion of construction of collocated space, Spectra will conduct a walk through of the collocated space with Green Hills. Should Green Hills note any deviations from the plan agreed upon by Spectra and Green Hills at the customer meeting, and if such deviations were not requested by Green Hills or not required by law, Spectra shall correct such deviations at its own expense within 5 Business Days.

1.12 Connection Equipment. Green Hills may provision equipment for the connection of Green Hills termination equipment to Spectra equipment using either of the following methods:

1.12.1 Green Hills may extend an electrical or optical cable from the terminal within Green Hill's collocation cage and terminate that cable at Spectra's network.

1.12.2 Green Hills may install a patch panel within its collocation cage and then hand the cabling to Spectra to extend to and have Spectra terminate that cable at Spectra's network.

1.13 Access to Green Hills Collocation Space. The terms and conditions of access to Green Hill's collocation space shall be as set forth in applicable Spectra state and federal EIS tariffs. Additionally, Spectra agrees that the following terms and conditions shall apply to access:

1.13.1 Spectra shall implement adequate measures to control access to collocation cages.

1.13.2 Collocation space shall comply with all applicable fire and safety codes.

- 1.13.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring Green Hills collocation space provided by Spectra shall also be connected to a manned site. Green Hills may, at its option, provide its own intrusion alarms for its collocated space.
  - 1.13.4 Spectra shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.
  - 1.13.5 Spectra shall establish procedures for access to collocation cages by Spectra and non-Spectra emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed under applicable Spectra state and federal EIS tariffs.
  - 1.13.6 Spectra shall retain a master key to Green Hill's collocation space for use only in event of emergency as detailed in applicable Spectra state and federal tariffs. At Green Hill's option, the Parties shall review key control procedures no more frequently than once in any twelve month period. At any time, Green Hills may elect to change keys if it suspects key control has been lost, provided, however, that Spectra will be provided with a master key in accord with this section.
  - 1.13.7 Not more frequently than once a year, Green Hills may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as set forth in applicable Spectra state and federal EIS tariffs. Should Green Hills identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.
2. Virtual Collocation. Subject to Section 1 of this Article, Spectra will provide virtual collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable Spectra federal and state EIS tariffs. Pricing listed in Appendix C may also apply. In addition, Spectra agrees that the terms and conditions set forth in this Section 2 shall apply to virtual collocation provided to Green Hills.
  - 2.1 Existing Virtual Collocation. If, on the effective date of this Agreement, Green Hills is virtually collocated in a Spectra premise, Green Hills may (i) elect to retain its virtual collocation arrangement in that premise or (ii) unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation arrangement at that premise to physical collocation. If Green Hills elects the latter option, Green Hill's request shall be treated as a new physical collocation request and Green Hills shall pay Spectra at the applicable tariff rates for construction and rearrangement of Green Hill's equipment as well as all applicable tariffed physical collocation recurring charges.
  - 2.2 Conversion from Physical to Virtual. Unless it is not practical for technical reasons or because of space limitations, Green Hills may convert a physical collocation arrangement to a virtual collocation arrangement. Green Hill's request to do so shall be treated as a new virtual collocation request and Green Hills shall pay Spectra at the applicable tariff rates for construction and rearrangement of Green Hill's equipment as well as all applicable tariffed virtual collocation recurring charges. If Green Hills elects to change to a virtual collocation arrangement pursuant to this section, Spectra will not refund previous payments for physical collocation received from Green Hills.

- 2.3 Vendors. Choice of vendors for equipment used for virtual collocation shall be under the terms and conditions set forth in the applicable Spectra federal and state EIS tariff. Upon request by Green Hills, Spectra shall provide a list of locally qualified vendors approved for the type of equipment to be collocated.
- 2.4 Inspection. Upon provision of virtual collocation by Spectra, the Parties shall agree on a mutually acceptable schedule whereby Green Hills may inspect the equipment in its virtual collocation space.

ARTICLE IX  
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent required by the Act, Spectra and Green Hills shall each afford to the other access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Parties tariffs and/or standard agreements. Accordingly, Spectra and Green Hills shall execute pole attachment and conduit occupancy agreements in the form set forth in Appendices I and J.

Spectra's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper.

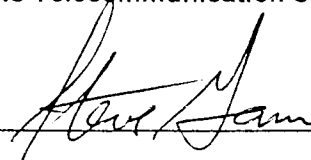
ARTICLE X  
SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

**Spectra Communications Group, LLC**

**Green Hills Telecommunication Services**

By: 

By: 

Name: Carrick B. Inabnett

Name: Steven W. Gann

Title: Corporate Manager-Carrier Relations Title: General Manager

Date: 8/17/00

Date: July 27, 2000

APPENDIX A  
RATES AND CHARGES FOR  
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine Spectra's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered Spectra costs (including Spectra's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Specific. The Parties shall assume that Local Traffic 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 only. Either Party may request that a traffic study be performed, for the purpose of determining the relative balance of traffic, no more frequently than once a quarter. Should such traffic study indicate that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may request that mutual compensation commence. Nothing in this appendix shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this appendix.

If either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic and either Party requests mutual compensation to commence, the following compensation terms and conditions apply:

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.0064**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. This rate includes tandem switching, but does not include the local interconnection charge. The tandem switching rate is **\$0.0022**.

APPENDIX B  
RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY USING RCF

General. The rates contained in this Appendix B are as defined in Article V, Section 7, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine Spectra's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered Spectra costs (including Spectra's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

**Service Number Portability**

Remote Call Forwarding	\$ 3.40 line/month
Simultaneous Call Capability	\$ 3.30 path/month
Non-recurring for Portability	\$10.50

**Access Charge Sharing on Ported Numbers**

As defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Business Rate Per Line Per Month:	\$17.54
Residential Rate Per Line Per Month:	\$ 7.80

# APPENDIX C PRICES FOR UNBUNDLED ELEMENTS

General. The rates contained in this Appendix C are the rates as defined in Article VI and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine Spectra's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered Spectra costs (including Spectra's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

(1)	Local Loops	
	Local Loop	
	2 Wire Loop	\$ 45.10
	4 Wire Loop	\$ 63.60
	Network Interface Device	
	Basic NID	\$ 1.80
	12x NID	\$ 1.80
(2)	Local Switching (Must purchase Port)	
	Ports	
	2 Wire Basic Port	\$ 4.20
	DS-1 Port	\$ 108.00
	Local Switching	
	Originating MOU	\$ 0.0064061
	Terminating MOU	\$ 0.0064061
	Intrastate End Office Switching	
	Originating MOU	\$ 0.0064061
	Terminating MOU	\$ 0.0064061
	Interconnection Charge	\$ 0.0024022
	CCL	
	-Originating	\$ 0.0299013
	-Terminating	\$ 0.0714142
	Interstate End Office Switching	
	Originating MOU	\$ 0.0064061
	Terminating MOU	\$ 0.0064061
	Interconnection Charge	\$ 0.0024022
	CCL	
	-Originating	\$ 0.0100000
	-Terminating	\$ 0.0185608
(3)	Features	<b>See Attached</b>
(4)	Dedicated Transmission Links	
	Entrance Facility	
	2 Wire Voice	\$ 32.00
	4 Wire Voice	\$ 50.00
	DS1 Standard 1st System	\$ 325.00
	DS1 Standard Add'l System	\$ 150.00
	DS3 Protected, Electrical	\$1,257.92
	DS1 to Voice Multiplexing	\$ 195.00
	DS3 to Voice Multiplexing	\$ 490.00



Direct Trunked Transport		
	Voice Facility Per ALM	\$ 5.25
	DS1 Facility Per ALM	\$ 5.50
	DS1 Per Termination	\$ 40.00
	DS3 Facility Per ALM	\$ 40.00
	DS3 Per Termination	\$ 217.85
(5)	Common/Shared Transmission Links	
	Transport Termination MOU/Term	\$ 0.0001068
	Transport Facility MOU/Mile	\$ 0.0000029
(6)	Tandem Switching MOU	\$ 0.0022100

#### Non-Recurring Charges for Unbundled Services

Service Ordering (loop or port)		
	Initial Service Order, per order	\$ 47.25
	Transfer of Service Charges, per order	\$ 16.00
	Subsequent Service Order, per order	\$ 24.00
	Customer Service Record Research, per request	\$ 5.25
Installation		
	Unbundled Loop, per loop	\$ 11.00
	Unbundled Port, per port	\$ 11.00
Loop Facility Charge, per order		\$ 59.75
This charge will apply when field work is required for establishment of new unbundled loop service.		

#### COLLOCATION

Monthly Recurring Charge for EIS		
	DS0 Level Connection	\$ 2.93
	DS1 Level Connection	\$ 6.62

Virtual Collocation of Copper Facilities Individual Case Basis

APPENDIX D  
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes generally the operations support systems that Spectra will use and the related functions that are available for ordering, provisioning and billing for interconnection facilities and services and unbundled network elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by a set of written procedures and forms developed by and mutually agreed to by the Parties. At such time as Spectra develops a Guide that contains written procedures and forms, Green Hills agrees to use the Spectra Guide to govern service ordering, provisioning, billing and maintenance. The Parties agree to address any implementation issues that may arise as a result of using the Spectra Guide through amendments to this Appendix. Before orders can be taken, Green Hills will provide Spectra with its Operating Company Number and Company Code ("CC").

- 1.1 Operations Support Systems for Trunk-Side Interconnection

- 1.1.1 Green Hills will be able to order trunk-side interconnection services and facilities from Spectra through a facsimile or the United States Mail in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent by Green Hills. ASRs for trunk-side interconnection must be sent to Spectra to be entered into Spectra's Circuit Order Processing System ("COPS") for processing.
- 1.1.2 The use of COPS to support Green Hills's requests for trunk-side interconnection will operate in the following manner: Spectra will route the ASR through its data center to its Access Ordering Center. The ASR will be processed and checked for validation and correction of errors. Errors will be referred back to Green Hills. Green Hills then will correct any errors that Spectra has identified and resubmit the request to Spectra through a supplemental ASR, without penalty or charge (e.g., order modification charge) to Green Hills. Similarly, errors committed by Spectra subsequent to the receipt of a valid ASR from Green Hills will be expeditiously identified and corrected by Spectra without the need for Green Hills's submission of a supplemental ASR. Spectra then will translate the ASR into a service order for provisioning and billing. In order to convert the ASR into a service order, Spectra personnel must apply the necessary elements to provision the service and include the billable elements necessary for Spectra to bill Green Hills for the services provided. This application also requires a determination of the access tandem to end office relationships with the service requested.
- 1.1.3 At the next system level, translated service orders will be distributed electronically through the Spectra Service Order System. The Spectra system will begin the actual provisioning of the service for Green Hills. Other Spectra provisioning systems are MARTENS and SWITCHGATE. Spectra will then evaluate whether facilities exist to handle the request and will contact Green Hills if special issues arise. Spectra's personnel also will contact Green Hills directly to perform testing, and upon acceptance by Green Hills, will make the necessary entries into the Spectra system to complete the order. The completed orders then will pass to Spectra's Carrier Access Billing System ("CABS") which will generate the bill to Green Hills. The billing process under CABS requires coordination with several other systems.

- 1.1.4 Billing for transport and termination services cannot be accomplished without call records from Spectra's central office switches. Records of usage will be generated at Spectra's end office switches or the access tandems. Call usage records will be transmitted electronically from Spectra's switches to Spectra's toll processing system. This system will collect the call records, perform limited manipulations to the record and transfer them to a centralized data center where they will be processed to determine the validity and accuracy of the records. Spectra also will sort the records and send them to its CABS billing system, from which Spectra will produce a bill and send it to Green Hills.

## 1.2 Operations Support Systems for Unbundled Elements

- 1.2.1 Green Hills will also be able to order services for unbundled network elements, as well as interim number portability, directly from Spectra. To initiate an order for these services or elements, Green Hills will submit a Local Service Request ("LSR") from its data center to Spectra's Customer Service Center. Spectra will accommodate submission of LSR orders by facsimile or United States Mail. Spectra will work towards utilization of electronic interfaces, such as NDM or internet. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests. Spectra will transfer LSRs to Spectra's service order processing center electronically.
- 1.2.2 Most LSRs will be used either to transfer an existing Spectra customer to Green Hills or to request service for a new customer who is not an existing Spectra customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a Spectra local customer to Green Hills must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. For service to a new customer who is not an existing Spectra customer, the LSR must contain the customer's name, service address, service type, services, options, features and CLEC data. If known, the LSR should include the telephone number and due date/desired due date.
- 1.2.3 While Green Hills would have its own customer information and may have the Spectra products, Green Hills would not have the due date or new telephone number for new customers since that information is contained in Spectra's systems. Therefore, a process is required to provide this information to Green Hills. Spectra itself does not have uniform access to this information electronically. Green Hills agrees that an 800 number is the method that will be used. The 800 telephone number will connect Green Hills directly to Spectra's customer service representatives. When Green Hills receives a request for basic services from a new local service customer, Green Hills will call Spectra's customer service through the 800 number, and, while the new customer is on hold, Spectra will provide the due date for service and the new telephone number for that customer. At the same time, Green Hills will give Spectra the new customer's name, service address and type of requested service (i.e., R1, B1). Spectra will enter that information into its service ordering systems to be held in suspense until Green Hills sends the confirming LSR. Green Hills will then return to its customer holding on the line and provide the due date and new telephone number.
- 1.2.4 After concluding the telephone call with the new customer, Green Hills will complete a confirming LSR for the new service and send it to Spectra's data center for processing. Upon receipt, Spectra will match the LSR with the service order

suspended in Spectra's system, and if there is a match, Spectra will process the LSR. After the LSR is processed, Spectra will transmit confirmation to Green Hills that the LSR has been processed, providing a record of the telephone number and due date. If Green Hills fails to submit the LSR in a timely manner, the suspended LSR will be considered in jeopardy, at which time Spectra will assign a new due date upon receipt of the delayed LSR for such customer requests and notify Green Hills of the change.

- 1.2.5 Number assignments and due date schedules for services other than single line service and hunt groups up to 12 lines will be assigned within approximately twenty-four (24) hours after Spectra's receipt of the LSR using the standard Firm Order Confirmation ("FOC") report sent to Green Hills, thereby providing a record of the newly established due date. An exception would be a multi-line hunt group for 12 lines or fewer. The other numbers then will be provided through the normal confirmation process.
- 1.2.6 The processing of specifically requested telephone numbers (called "vanity numbers") is as follows. Spectra will work with Green Hills on a real time interface to process vanity numbers while Green Hill's customer is still on the line. If a number solution can be established expeditiously, it will be done while the customer is still on the line. If extensive time will be required to find a solution, Spectra service representatives will work with Green Hills representatives off line as Spectra would for its own customers. For all of this, the basic tariff guidelines for providing telephone numbers will be followed.
- 1.2.7 Once the order for line-side interconnection service is established, it is moved for provisioning to the next system level. Here, Spectra will validate and process the LSR to establish an account for Green Hills and, if Spectra continues to provide some residual services to the customer, Spectra will maintain a Spectra account. In Spectra's system, Spectra's account is called the Residual Account and Green Hill's account is referred to as the Green Hills Account. If any engineering for the service is necessary, the account would be distributed to the appropriate personnel. Otherwise, it will be distributed for facility assignment.
- 1.2.8 With the account established and any engineering and facility assignment complete, Spectra then will provide a record to Spectra's field personnel if physical interconnection or similar activity is required. The field personnel will provision the service and then confirm such provision in the service order system when completed. The accounts then will be transmitted to Spectra's Customer Billing Services System ("CBSS"). Spectra shall provide to Green Hills a service completion report. Call records for actual service provided to Green Hill's customers on Spectra facilities will be transmitted from Spectra's switches to the toll processing system and eventually delivered to the billing system for the generation of bills.
- 1.2.9 Spectra will utilize the Spectra billing system to produce the required bills for unbundled elements and local number portability. Spectra's billing system will create a bill to Green Hills for unbundled elements along with a summary bill master. Daily unrated records for intra LATA toll usage and local usage on Green Hill's accounts will be generated and provided to Green Hills.
- 1.2.10 Spectra will provide Green Hills with detailed monthly billing information in a paper format.

- 1.2.11 State or sub-state level billing will include up to ten (10) summary bill accounts.
- 1.2.12 Spectra accepts Green Hill's control reports and agrees to utilize industry standard return codes for unbillable messages. Tape data will conform to industry standards. Data will be delivered Monday through Friday except for Holidays as agreed. Data packages will be tracked by invoice sequencing criteria. Spectra contacts will be provided for sending/receiving usage files.
- 1.2.13 Spectra will retain data backup for 45 Business Days. To the extent this retention is exclusively for Green Hills, Green Hills shall reimburse Spectra for all expenses related to this retention at a mutually agreeable rate.
- 1.2.14 In addition to the LSR delivery process, Green Hills will distribute directory listing information (sometimes referred to hereafter as "DL information") to Spectra via the LSR ordering process. Spectra will provide listings service.
- 1.2.15 Charges and credits for PIC changes ordered via an LSR will appear on the wholesale bill. As Green Hills places a request for a PIC change via LSR, the billing will be made on Green Hills account associated with each individual end user. Spectra will process all PIC changes from IXCs that are received for Green Hills end users by rejecting back to the IXC with the Green Hills OCN. Detail is provided so that Green Hills can identify the specific charges for rebilling to their end user.
- 1.2.16 CMDS. The parties may be required to provide for the distribution of intraLATA CMDS incollect messages and/or selected local measured service messages as follows:
- 1.2.16.1 Messages to be Screened. Spectra receives CMDS I transmissions containing intraLATA incollect messages from the state RBOC CMDS host each business day. Per Green Hill's request, Spectra will screen the incollects by NPA and line number and accumulate the Collect, Third Number Billed and Credit Card (collectively called incollects) messages in a data file. The screening will be for end users who have chosen Green Hills as their local service provider through an Unbundled Network arrangement. The screened incollect messages and any Local Measured Service (LMS) usage will be accumulated and forwarded to Green Hills. The Parties will mutually agree on the frequency of the data exchange and the method of transmission (i.e., magnetic tape or direct electronic transmission). Spectra will forward the screened messages in the industry standard EMR format. Spectra intraLATA toll messages that are recorded by Spectra and dialed on a one plus or zero plus basis are not part of this section and will not be screened.
- 1.2.16.2 Compensation. Spectra will bill Green Hills monthly for all services related to the screening, accumulating, processing and transmitting of incollect messages and LMS usage, if applicable, at a reasonable and mutually agreeable charge. In addition, any message processing fee associated with Green Hill's incollect messages that are charged to Spectra by the CMDS Host will be passed on to Green Hills on the monthly statement. All revenue, surcharges, taxes and any other amounts due to the CMDS Host for Green Hill's incollect messages will be billed on the monthly statement. It is Green Hill's responsibility to bill and collect all incollect and LMS amounts due from its end users. The incollect and LMS revenue amounts that are listed on the monthly

invoice are payable to Spectra in total. The Parties agree that the arrangement for invoicing the incollect and LMS revenue amounts due Spectra is not a settlement process with Green Hills.

1.2.16.3 Administration. The Parties agree to develop a process whereby Green Hill's end user information is available in a timely manner to allow Spectra to build tables to screen the CMDS incollect files and LMS files on behalf of Green Hills.

1.2.17 Backbilling. Spectra shall bill Green Hills on a timely basis. In no case shall Spectra bill Green Hills for previously unbilled charges that are for more than one year prior to the current bill date except for charges resulting from resolution of an audit pursuant to Article III.7.4.

### 1.3 Order Processing.

1.3.1 Order Expectations. Green Hills agrees to warrant to Spectra that it is a certified provider of telecommunications service. Green Hills will document its Certificate of Operating Authority on the Green Hills Profile and agrees to update this Green Hills Profile as required to reflect its current certification. The Parties agree to exchange and to update end user contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government. The Parties also agree to exchange and to update internal order, repair and billing point of contacts. Prior to submitting an order under this Agreement, Green Hills shall obtain such documentation as may be required by state and federal laws and regulations.

1.3.2 Spectra shall provide Green Hills with a specified customer contact center for purposes of placing service orders and coordinating the installation of services. These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. The Parties adopt the OBF LSR and DSR forms for the ordering, confirmation and billing of unbundled services. The Parties adopt the OBF ASR forms for the ordering, confirmation and billing of trunk-side interconnection.

1.3.3 Spectra will process such service orders during normal operating hours, at a minimum on each Business Day during normal center hours and shall implement service orders within the same time intervals used to implement service orders for similar services for its own users.

1.3.3.1 Spectra will perform the remote call forwarding (RCF) end office activities necessary for an Interim Number Portability (INP) conversion between 12:01 AM and 9:00 AM on the due date. Spectra will perform the end office activities necessary for a Spectra unbundled loop conversion between 7:00 AM and 10:00 AM on the due date. If field work is required for a Spectra unbundled loop conversion, Spectra will perform these activities between 8:00 AM and 5:00 PM on the due date. If a Spectra unbundled loop and INP were identified on the same LSR for the same customer at the same location and Spectra is unable to perform any aspect of the desired conversion, Spectra will contact Green Hills.

1.3.4 Spectra will provide current Spectra customer proprietary network information (name, address, telephone number and description of services provided by Spectra

including PIC and white page directory listing information). The return of customer information will be via facsimile within 24 hours.

- 1.3.5 Although in most circumstances the end user's current telephone number may be retained by the end user when switching local service providers, if an end user service has been temporarily disconnected for non-payment, the end user's previous telephone number will not be made available to Green Hills until the end user's outstanding balance has been paid.
- 1.3.6 Transfer Between Local Service Providers - Spectra will provide a displacement/out service report to a Local Service Provider (LSP) whenever an end user leaves that LSP and procures service from another LSP. When a Green Hills end user changes to another LSP, Spectra will notify Green Hills when such activity occurs the day after completion or within 48 hours of such disconnect.

## 2. Maintenance Systems.

### 2.1 General Overview

- 2.1.1 If Green Hills requires maintenance for its local service customers, Green Hills will initiate a request for repair (sometimes referred to as a "trouble report") by calling Spectra's Customer Repair Center. During this call, Spectra service representatives will verify that the end-user is a Green Hills customer and will then obtain the necessary information from Green Hills to process the trouble report. While the Green Hills representatives are still on the line, Spectra personnel will perform an initial analysis of the problem. If engineered services are involved, the call will be made to the Spectra service personnel for handling. If no engineering is required and the line testing reveals that the trouble can be repaired remotely, Spectra personnel will correct the problem and close the trouble report while Green Hills representatives are still on the line. If on-line resolution is not possible, Spectra personnel will provide Green Hills representatives a commitment time for repair and a trouble ticket number, and the Spectra personnel then will enter the trouble ticket into the Spectra service dispatch queue. Green Hill's repair service commitment times will be within the same intervals as Spectra provides to its own end users. Maintenance and repair of Spectra facilities is the responsibility of Spectra and will be performed at no incremental charge to Green Hills. If, as a result of a Green Hills-initiated trouble report, trouble is found to be the responsibility of Green Hills (e.g., non-network cause) Spectra will charge Green Hills for trouble isolation. Green Hills will have the ability to report trouble for its end users to appropriate trouble reporting centers 24 hours a day, 7 days a week. Green Hills will be assigned a customer contact center when initial service agreements are made.
- 2.1.2 Repair calls to the service personnel for engineered services will be processed in essentially the same manner as those by the Spectra Customer Repair Center. Spectra personnel will analyze the problem, provide the Green Hills representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.
- 2.1.3 Spectra then will process all Green Hills trouble reports in the dispatch queue along with Spectra trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, Spectra would determine that a commitment time given to Green Hills becomes in jeopardy, Spectra service

representatives will contact Green Hills by telephone to advise of the jeopardy condition and provide a new commitment time.

2.1.4 Trouble reports in the dispatch queue will be transmitted to Spectra field personnel service technicians who will repair the service problems and clear the trouble reports. For cleared Green Hills trouble reports, Spectra service technicians will make a telephone call to Green Hills directly to clear the trouble ticket. Spectra service technicians will make the confirmation call to the telephone number provided by Green Hills. If Green Hills is unable to process the call or places the Spectra technician on hold for an excessive amount of time, the call will be terminated. To avoid disconnect, Green Hills may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously. Reports regarding trouble resolution and timing can be obtained through a Spectra Account Manager assigned to Green Hills at no charge.

2.1.5 Spectra will resolve repair requests by or for Green Hills local service customers using Spectra's existing repair system in parity with repair requests by Spectra end users. Spectra will respond to service requests for Green Hills using the same time parameters and procedures that Spectra uses. Green Hills then would call Spectra's Customer Service Center while the customers were on hold.

## 2.2 Network Management Controls.

2.2.1 Network Maintenance and Management. The Parties will work cooperatively to install and maintain a reliable network.

2.2.2 Neither Party shall be responsible to the other if necessary changes in network configurations render any facilities of the other obsolete or necessitate equipment changes.

2.2.3 Network Management Controls. Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end users.

3. Interface. All reasonable costs and reasonable expenses, pre-approved by Green Hills, for any new or modified electronic interfaces exclusively to meet Green Hills requirements that Spectra determines are technically feasible and Spectra agrees to develop will be paid by Green Hills. Costs for development of systems intended for common use by competing carriers will be reasonably and fairly assessed based on a mutually agreed method of cost recovery.

4. Spectra Initiated Electronic System Redesigns. Spectra will not charge Green Hills when Spectra initiates its own electronic system redesigns/reconfigurations.



APPENDIX E  
POLE ATTACHMENT AGREEMENT

1. Parties.

This agreement (Agreement) is between SPECTRA COMMUNICATIONS GROUP, LLC, a limited liability company having its principal office at 8800 Blue Ridge Blvd., Suite 100, Kansas City, MO 64138 ("Spectra"), and GREEN HILLS TELECOMMUNICATIONS SERVICES, a corporation of the State of Missouri, having its principal office at 7926 N.E. State Route M, Breckenridge, MO 64625 ("Licensee").

2. Definitions.

2.2 Spectra's poles or "Spectra pole(s)" means a pole or poles solely owned by Spectra, or jointly owned by Spectra and another entity.

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

2.4 Cable Television Services means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.

2.5 Attachments means the equipment reasonably required by Licensee to provide its Telecommunications Services or Cable Television Services that is placed on Spectra's poles.

2.6 Make-Ready Work means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of poles, or any other changes required to accommodate the Licensee's Attachments on a pole.

2.7 Hazardous Materials means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

2.8 Attachment Fee means the fee assessed per pole and paid by Licensee to place Attachments on Spectra's poles.

3. Purpose.

3.1 Licensee represents to Spectra that Licensee has a need to occupy, place and maintain Attachments on Spectra's poles for the purpose of providing Telecommunications Services.

3.2 Spectra agrees to permit Licensee to occupy, place and maintain its Attachments on such Spectra poles as Spectra may allow pursuant to the terms of this Agreement.

4. Grant of License.

Spectra grants to Licensee and Licensee accepts from Spectra a non-exclusive revocable license to occupy, place and maintain in a designated space on specified Spectra poles Licensee's Attachments on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with Spectra's poles. Spectra shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place or maintain Attachments on or otherwise use any or all Spectra poles. Nothing herein is intended to, nor should it be construed to require Spectra to construct or modify any facilities not needed for its own service requirements. Spectra grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Services with the Attachments covered by this Agreement.

5. Term.

This Agreement shall continue in effect until terminated in accordance with the provisions herein.

6. Pole Attachment Requests (PARs).

- 6.1 Licensee shall submit a written Pole Attachment Request ("PAR") to Spectra identifying the Spectra poles upon which it desires to place Attachments. Each PAR shall be in a form specified by Spectra and may be revised from time to time by Spectra. All PARs submitted to Spectra shall be processed on a first come, first served basis. Spectra, in its sole judgment, will determine the availability of space on the Spectra pole(s) specified in the PAR and will provide its response to the PAR within thirty (30) Business Days of its submission. Upon approval of the PAR, Spectra shall return one copy thereof to Licensee bearing an endorsement acknowledging Spectra's authorization. All Attachments placed on Spectra's poles pursuant to an approved PAR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent PARs for approval by Spectra as needed. Spectra is under no obligation to provide general information respecting the location and availability of Spectra poles, except as may be necessary to process a PAR. No Attachment shall be placed on any Spectra pole identified in a PAR until that PAR has been approved by Spectra.
- 6.2 Licensee shall pay Spectra a fee for processing a PAR to compensate Spectra for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the Spectra poles included in the PAR. Spectra will charge its then current rates for administrative and engineering costs, as may be changed from time to time by Spectra to remain consistent with prevailing costs.
- 6.3 Upon receiving an approved PAR, Licensee shall have the right, subject to the terms of this License, to place and maintain the facilities described in the PAR in the space designated on the Spectra poles identified therein.
- 6.4 In the event Make-Ready Work is necessary to accommodate Licensee's Attachments, Spectra shall notify Licensee of such fact and provide Licensee with a good faith estimate of the total cost of such Make-Ready Work needed to accommodate Licensee's Attachments. Within fifteen (15) days after receiving such notice from Spectra, Licensee shall notify Spectra either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work or (2) that it desires to cancel its PAR.
- 6.5 Spectra shall not be responsible to Licensee for any loss sustained by Licensee by reason of the refusal or failure of any other party with attachments on Spectra's poles to rearrange or modify its attachments as may be required to accommodate Licensee's Facilities.

6.6 Licensee is not authorized and shall have no right to place facilities on any Spectra pole unless that Spectra pole is identified in an approved PAR.

7. Availability of Information Regarding Space on Poles.

Spectra will provide information regarding the availability of pole space within five (5) Business Days of a written request by Licensee when this information readily exists and twenty (20) Business Days if Spectra must make a physical inspection to gain this information. No representation regarding the availability of space shall be made in the absence of a physical field verification.

8. Authority to Place Attachments.

8.1 Before Licensee places any Attachments on Spectra's poles pursuant to an approved PAR, Licensee shall submit evidence satisfactory to Spectra of its authority to erect and maintain the facilities to be placed on Spectra's poles within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all rights-of-way, easements, licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place Attachments on Spectra's poles. In the event Licensee must obtain any additional easements, permits, approvals, licenses and/or authorizations from any governmental authority or private individual or entity in order to utilize Spectra's poles under an approved PAR, Spectra shall, upon Licensee's request, provide written confirmation of its consent to Licensee's utilization of poles in a particular location in accordance with this Agreement, if needed by Licensee to obtain such additional approvals or authorizations. Spectra shall also provide maps or drawings of its facilities' locations to the extent reasonably required by such governmental authority or private individual or entity for purposes of considering or granting Licensee's request to it for authority or approval.

8.2 Spectra shall not unreasonably intervene in or attempt to delay the granting of any rights-of-way, easements, licenses, authorizations, permits and consents from federal, state or municipal authorities or private property owners that may be required for Licensee to place its Attachments on Spectra's poles.

8.3 If any right-of-way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to attach to Spectra's poles shall terminate immediately and Licensee shall promptly remove its Attachments. Should Licensee fail to remove its Attachments within one hundred twenty (120) days of receiving notice to do so from Spectra, Spectra shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Spectra being deemed guilty of trespass or conversion, and without Spectra becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Spectra to remove Licensee's Attachments shall be reimbursed to Spectra by Licensee upon demand.

8.4 Upon notice from Spectra to Licensee that the cessation of the use of any one or more of Spectra's poles is necessary for reasons of safety or has been directed by any federal, state or municipal authority, or private property owner, permission to attach to such pole or poles shall terminate immediately and Licensee promptly shall remove its Attachments. Should Licensee fail to remove its Attachments within the time frame provided by the requesting or directing party or one hundred twenty (120) days of receiving notice to do so from Spectra, whichever is less, Spectra shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Spectra being deemed guilty of trespass or conversion, and without Spectra becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Spectra to remove Licensee's Attachments shall be reimbursed to Spectra by Licensee upon demand by Spectra.

9. Placement of Attachments.

9.1 Licensee shall, at its own expense, place and maintain its Attachments on Spectra's poles in accordance with (i) such requirements and specifications as Spectra shall from time to time prescribe in writing, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits \_\_\_ through \_\_\_ hereto, as may be revised from time to time by Spectra.

9.2 Licensee's Facilities shall be tagged at maximum intervals of 300 feet so as to identify Licensee as the owner of the Facilities. The intent of tagging the poles is so that the tags can be read from ground level.

10. Failure of Licensee to Place Attachments.

Once Licensee has obtained an approved PAR, Licensee shall have sixty (60) days from the date the PAR is approved to begin the placement of its Attachments on the Spectra poles covered by the PAR. If Licensee has not begun placing its Attachments within that sixty (60) day period, Licensee shall so advise Spectra with a written explanation for the delay. If Licensee fails to advise Spectra of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the sixty (60) days prescribed by this Section, the previously approved PAR shall be deemed rescinded by Spectra and Licensee shall have no further right to place Attachments pursuant to that PAR.

11. Attachment Fees.

11.1 Licensee shall pay to Spectra an Attachment Fee, as specified in Exhibit A hereto, for each Spectra pole upon which Licensee obtains authorization to place an Attachment. The Attachment Fee may be increased by Spectra from time to time as permitted by law upon sixty (60) days written notice to Licensee.

11.2 Attachments Fees shall become due and payable on the date a PAR is approved by Spectra for all Spectra poles identified in that PAR on a pro rata basis until the end of the then current year and thereafter on an annual basis within thirty (30) days of the date of a statement from Spectra specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less.

11.3 Spectra shall maintain an inventory of the total number of Spectra poles occupied by Licensee based upon the cumulative number of poles specified in all PARs approved by Spectra. Spectra may, at its option, conduct a physical inventory of Licensee's Attachments under this Section. It shall be Licensee's sole responsibility to notify Spectra of any and all removals of Attachments from Spectra's poles. Except as provided in Section 18 of this Agreement in connection with the termination of this Agreement, such notice shall be provided to Spectra at least thirty (30) days prior to the removal of the Attachments. Each Notice of Removal shall be in a form specified by Spectra and may be revised from time to time at Spectra's sole discretion. Licensee shall remain liable for Attachment Fees until Licensee's Attachments have been physically removed from Spectra's poles.

12. Modifications, Additions or Replacements to Existing Attachments.

- 12.1 Licensee shall not modify, add to or replace Facilities on any pre-existing Attachment without first notifying Spectra in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Attachments, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the poles involved.
- 12.2 Should Spectra determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the poles involved in order to accommodate Licensee's modification, addition or replacement, Spectra will so notify Licensee, whereupon Licensee will be required to submit a PAR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Attachments.
- 12.3 Access to Spectra's poles for repairs, modifications, additions, or replacements required in emergency situations shall be governed by Section 21 of this Agreement.
- 12.4 Should Green Hills request Spectra to expand capacity or purchase additional plant, Green Hills agrees to pay all costs.

13. Rearrangements to Accommodate Other Licensees.

Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved.

14. Unauthorized Attachments.

- 14.1 The parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages resulting from Licensee's unauthorized Attachment(s), a charge equal to five (5) times the amount of the then current Attachment Fee shall be paid by Licensee to Spectra for each unauthorized Attachment to a Spectra pole. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay Spectra an Attachment Fee for each unauthorized Attachment accruing from the date the unauthorized Attachment was first placed on the Spectra pole. In the event that the date the unauthorized Attachment was first placed on a Spectra pole cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first PAR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to Spectra all costs incurred by Spectra to rearrange any unauthorized Attachment(s) of Licensee if such rearrangement is required to safeguard Spectra's Attachment(s) or to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the presence of Licensee's unauthorized Attachment(s). Licensee shall also pay to Spectra all costs incurred by Spectra to reinforce, replace or modify any Spectra pole, which reinforcement, replacement or modification was required as a result of the unauthorized Attachment of Licensee. The Attachment Fee referenced in this subsection 14.1 shall be determined in the same manner as such fee would have been determined if the attachment had been authorized by Spectra.

- 14.2 Purposes of this section, an unauthorized Attachment shall include, but not be limited to:

14.2.1 An Attachment to a Spectra pole which pole is not identified in any PAR approved in accordance with this Agreement;

- 14.2.2 An Attachment that occupies more space than that allocated to Licensee by Spectra;
- 14.2.3 An Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate PAR issued pursuant to this Agreement;
- 14.2.4 An addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved Spectra pole(s).
- 14.2.5 An Attachment that consists of facilities owned or controlled by, and for the use of a party other than Licensee.

15. Surveys and Inspections of Pole Attachments.

- 15.1 Upon written notice to Licensee, the total number and exact location of Licensee's Attachments on Spectra's poles may be determined, at Spectra's discretion, through a survey to be made once when requested within the first ninety (90) days of this Agreement and then there after not more than once per calendar year by Spectra. If so requested, Licensee and/or any other entity owning or jointly owning the poles with Spectra may participate in the survey. The costs incurred by Spectra to conduct the survey shall be reimbursed to Spectra by Licensee upon demand by Spectra. If the Attachments of more than one Licensee are surveyed, each such Licensee shall contribute a proportionate share of the costs reimbursed to Spectra.
- 15.2 Apart from surveys conducted in accordance with this section, Spectra shall have the right to inspect any Attachment of Licensee on Spectra's poles as conditions may warrant upon written notice to Licensee. Licensee shall, upon demand by Spectra, reimburse Spectra all costs incurred to conduct its inspection. No joint survey or inspection, or lack thereof, by Spectra shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

16. Notice of Modification or Alteration of Poles by Spectra.

- 16.1 In the event Spectra plans to modify or alter any Spectra pole(s) upon which Licensee has Attachments, Spectra shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter its Attachments on the Spectra poles to be modified or altered by Spectra, Licensee shall so notify Spectra in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by Spectra to make such poles accessible to Licensee.
- 16.2 In the event Spectra is required by a federal, state, or local authority to move, replace or change the location of any Spectra pole(s), Licensee shall concurrently relocate Licensee's Attachments. Spectra and each Licensee required to relocate its Attachments shall bear its own costs for such relocation.

17. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, Spectra MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Default and Remedies.

- 18.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:

- 18.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of ten (10) days after written notice thereof to Licensee;
- 18.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from Spectra (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);
- 18.1.3 The filing of any tax or mechanic's lien against Spectra's poles which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;
- 18.1.4 Licensee's voluntary or involuntary bankruptcy;
- 18.1.5 Licensee's knowing use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;
- 18.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Attachments is denied or revoked.
- 18.2 In the event of a Material Default, Spectra, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:
  - 18.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which Spectra shall have given Licensee notice, the cost of which performance shall be paid by Licensee to Spectra upon demand;
  - 18.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Spectra being deemed guilty of trespass or conversion, and without Spectra becoming liable for any loss or damages to Licensee occasioned thereby; or
  - 18.2.3 Exercise any other legal or equitable right or remedy which Spectra may have.
- 18.3 Any costs and expenses incurred by Spectra (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be repaid to Spectra by Licensee upon demand.
- 18.4 Upon termination of this Agreement by Spectra because of a material default by Licensee, Licensee shall remain liable to Spectra for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by Spectra in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Pole Attachment fees.
- 18.5 All rights and remedies of each party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

19. Indemnification.

- 19.1 Licensee shall compensate Spectra for the full actual loss, damage or destruction of Spectra's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments).
- 19.2 The Parties will further indemnify, defend and hold harmless each others agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of either Party's Attachments), except to the extent caused by the gross negligence or willful misconduct on the part of either Parties agents, officers, employees and assigns. The acting Party expressly assume all liability for actions brought against the other Party's agents, officers, employees and assigns, by the acting Party's agents, officers or employees and that acting Party expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.
- 19.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve Spectra of any and all liability for, loss or damage (and the consequences of loss or damage) to any Attachments placed on Spectra's poles and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the gross negligence or willful misconduct on the part of Spectra or Spectra's agents, officers, employees and assigns.
- 19.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless Spectra and Spectra's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the gross negligence or willful misconduct on the part of Spectra or Spectra's agents, officers, employees and assigns.
- 19.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless Spectra, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 19.6 In no event shall either party be liable to the other party for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.
- 19.7 Licensee shall indemnify, protect and hold harmless Spectra from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment on Spectra's poles pursuant to this Agreement.



20. Insurance.

- 20.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 19 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and Spectra from all claims under any worker's compensation laws that may be applicable.
- 20.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by Spectra and Spectra shall be named as an additional insured in each such policy. Licensee shall submit to Spectra certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to Spectra. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, Spectra shall have the option of paying any amount due and Licensee shall forthwith reimburse Spectra the full amount paid by Spectra.
- 20.3 Licensee shall promptly advise Spectra in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Attachments.
- 20.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to Spectra's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to Spectra for rentals, inspections or for work performed by Spectra for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that Spectra be notified thirty (30) days prior to the expiration or cancellation of the policy.

21. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Attachments. While Spectra shall not be responsible for the repair of Licensee's Attachments that are damaged (except by mutual written agreement), Spectra shall nonetheless control access to its poles if the restoration is to be achieved in an orderly fashion.

- 21.1 Where Spectra and Licensee are involved in emergency restorations, access to Spectra's poles will be controlled by Spectra's Maintenance District Manager or his/her on-site representative according to the following guidelines:

21.1.1 Service Disruptions/Outages

- (a) In the event of service disruptions and/or outages, while exercising its right to first access, Spectra shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where simultaneous access is not possible, access will be granted by Spectra on a first come, first served basis.

21.1.2 Service Affecting Emergencies

- (a) In the event of service affecting emergencies not resulting in service disruptions or outages, while exercising its right to first access, Spectra shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where Spectra is unable to grant simultaneous access to all other entities with Attachments, access will be granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

21.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by Spectra regarding access to Attachments, or any action or failure to act by Spectra, under this Section 21 shall not constitute a basis for any claim by Licensee against Spectra for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

22. Damage Suspected to Licensee's Facilities Only.

22.1 In the event Licensee receives information that Licensee's Attachments are damaged, Licensee shall notify Spectra of said damage at a number to be provided later by Spectra. This is a 24-hour, 7 days per week notification number. Licensee shall provide Spectra all information known to it regarding the damage to Licensee's Attachments.

22.2 In the event Spectra receives notice that Licensee's Facilities are damaged, Spectra will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. Spectra shall provide Licensee all information known to it regarding the damage to Licensee's Attachments.

22.3 After the giving of such notice by either Licensee or Spectra, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Attachments, subject to the provisions of this Agreement.

22.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by Spectra regarding access to Licensee's Attachments, or any action or failure to act by Spectra, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against Spectra for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold Spectra harmless from any such claim.

23. Abandonment.

Nothing in this Agreement shall prevent or be construed to prevent Spectra from abandoning, selling, assigning or otherwise disposing of any poles or other Spectra property used for Licensee's Attachments; provided, however, that Spectra shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. Spectra shall promptly notify Licensee of any proposed sale, assignment or other disposition of any poles or other Spectra property used for Licensee's Attachments.

24. Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

If to Spectra:	Spectra Communications Group, LLC Attention: Division Vice President 8800 Blue Ridge Blvd., Suite 100 Kansas City, MO 64138 Facsimile number: (816) 779-8200
If to Green Hills:	Green Hills Telecommunications Services Attention: General Manager 7926 N.E. State Route M, P.O. Box 227 Breckenridge, MO 64625 Facsimile number: (660) 644-5464

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

25. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any of term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

26. Dispute Resolution.

26.1 Except in the case of (i) a suit, action or proceeding by Spectra to compel Licensee to comply with its obligations to indemnify Spectra pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to this Agreement or its breach.

26.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

26.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60) days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except

as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written interrogatories, demands to produce documents and requests for admission. Each party may also take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in the city where Spectra's local offices are located. The arbitrator shall rule on the dispute, controversy or claim by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 26.4 Each party shall bear its own costs, including attorneys' fees, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs). The fees associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

27. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

28. Force Majeure.

Neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other cause beyond its control.

29. Assignment.

- 29.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of Spectra. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of Spectra shall be void.
- 29.2 Spectra shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. Spectra shall provide thirty (30) days notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, Spectra shall be released and discharged from all obligations and liabilities under this Agreement.
- 29.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.
- 29.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Missouri without regard to its conflicts of laws provisions.

31. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, guidelines, orders, or tariffs that are currently in force or that may be prescribed by any federal, state or local governmental authority. The parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation, guideline, order, or tariff. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

32. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

33. Entire Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For

For Licensee:

SPECTRA COMMUNICATIONS  
GROUP, LLC

(Signature of Authorized Agent)  
(Printed Name of Authorized Agent)  
(Title)  
(Date)

(Signature of Officer)  
(Printed Name of Officer)  
(Title)  
(Date)

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT A

ATTACHMENT FEES

\$3.75 per attachment per year

APPENDIX F  
CONDUIT OCCUPANCY AGREEMENT

1. Parties.

This agreement (Agreement) is between Spectra Communications Group, LLC, a limited liability company having its principal office at 8800 Blue Ridge Blvd., Suite 100, Kansas City, MO 64138 ("Spectra"), and Green Hills Telecommunications Services, a corporation of the State of Missouri, having its principal office at 7926 N.E. State Route M, Breckenridge, MO 64625, ("Licensee").

2. Definitions.

2.1 Spectra's conduit(s) or Spectra conduit(s) means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities.

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

2.3 Cable Television Services means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.

2.4 Conduit or Duct means a single enclosed raceway used to house Innerduct.

2.5 Innerduct unless otherwise specified or approved by Spectra, shall mean a single enclosed raceway 1" or 1-1/4" in diameter, placed within duct and used for housing communications facilities.

2.6 Facilities means all facilities, including, but not limited to, cables, equipment and associated hardware, owned and utilized by the Licensee which occupy an innerduct.

2.7 Make-Ready Work means all work, including, but not limited to, rearrangement, removal, or transfer of existing facilities, placement, repair, or replacement of duct or innerduct, or any other changes required to accommodate the Licensee's Facilities in a conduit.

2.8 Manholes and Handholes mean subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining communications facilities.

2.9 Hazardous Materials means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

2.10 Occupancy Fee means the fee paid by Licensee to Spectra per linear foot for each innerduct occupied by Licensee's Facilities in Spectra's Conduit(s).

3. Purpose.

Licensee represents to Spectra that Licensee has a need to occupy, place and maintain communications facilities within Spectra's conduit(s) for the purpose of providing Telecommunications Service. Spectra agrees to permit Licensee to occupy, place and maintain communications facilities within Spectra's conduit(s) as Spectra may allow pursuant to the terms of this Agreement.

4. Grant of License.

Spectra grants to Licensee and Licensee accepts from Spectra a non-exclusive revocable license to occupy, place and maintain in a designated space in specified Spectra conduits Licensee's Facilities on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with Spectra's conduit(s). Spectra shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place and maintain facilities in or otherwise use any or all of Spectra's conduit(s). Nothing herein is intended to, nor should it be construed to require Spectra to construct or modify any facilities not needed for its own service requirements. Spectra grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Service with Licensee's Facilities covered by this Agreement.

5. Term.

This Agreement shall continue in effect until terminated in accordance with the provisions provided herein.

6. Conduit Occupancy Requests.

6.1 Upon execution of this Agreement, Licensee shall have the right to submit a written Conduit Occupancy Request ("COR") to Spectra specifying the Spectra conduits in which it desires to place its Facilities. Each COR shall be in a form specified by Spectra, which form may be revised from time to time by Spectra. CORs received by Spectra shall be processed on a first come, first served basis. Spectra will determine the availability of space for Licensee's Facilities in the Spectra conduit(s) specified in the COR within thirty (30) Business Days of its submission.

Upon approval of the COR, Spectra shall return a copy thereof to Licensee bearing an endorsement acknowledging Spectra's authorization. All of Licensee's Facilities placed in Spectra's conduit(s) pursuant to an approved COR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent CORs for approval by Spectra as needed. All of Licensee's Facilities shall be placed in innerduct unless otherwise approved by Spectra. No facilities of any kind shall be placed in any Spectra conduit(s) identified in a COR until that COR has been approved by Spectra.

6.2 Licensee shall pay Spectra a fee for processing a COR to compensate Spectra for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the Spectra conduits included in the COR. Spectra will charge its then current rates for administrative and engineering costs, as may be changed from time to time by Spectra to remain consistent with prevailing costs.

6.3 Upon receiving an approved COR, Licensee shall have the right, subject to the terms of this Agreement, to place and maintain Licensee's Facilities described in the COR in the innerducts of the Spectra conduit(s) identified therein.

6.4 In the event Make-Ready Work is necessary to accommodate Licensee's Facilities, Spectra shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of such Make-Ready Work. Within fifteen (15) days after receiving such notice from Spectra, Licensee



shall notify Spectra either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to Spectra at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to cancel its COR.

- 6.5 Nothing herein shall confer any right upon Licensee to place power cables or related power equipment in Spectra conduit(s) or Manholes. Licensee shall place equipment of this nature in its own pull boxes outside of Spectra's Conduit(s) or Manholes. Cable connectors or splicing devices shall not be used by Licensee in Spectra's conduit(s) or innerducts.

7. Availability of Conduit Maps.

Existing conduit maps will be made available for viewing by Licensee( there is no charge for the visit or for viewing these maps) for the purpose of pre-order planning at the Spectra area engineering offices during normal business hours, subject to reasonable advance notification. While a formal written request will not be required in connection with the first request by Licensee to view conduit maps, Spectra reserves the right to refuse any subsequent viewing request or require written justification for the request if Licensee has demonstrated that it does not have a good faith intention to submit a COR. If the availability of specific point-to-point conduits can be determined at the time of viewing conduit maps, maps reflecting such point-to-point conduits may be made available for copying. Licensee shall pay to Spectra a fee for making such copies available sufficient to cover the general administrative costs incurred. IN MAKING CONDUIT MAPS AVAILABLE, Spectra WILL BE MAKING NO EXPRESS OR IMPLIED WARRANTY REGARDING THEIR ACCURACY OTHER THAN THAT THEY ARE THE SAME CONDUIT MAPS USED BY Spectra IN ITS DAY-TO-DAY OPERATIONS.

8. Availability of Information Regarding Space In Conduits.

Spectra will provide information regarding the availability of conduit space within five (5) Business Days when this information is readily available to Spectra, and within twenty (20) Business Days if Spectra must make a physical inspection for this information, of a written request by Licensee. Because Spectra will endeavor to determine available space as quickly as possible, a shorter interval may be experienced for requests of a limited scope where physical field verification is not necessary. In the event the twenty (20) Business Day time frame cannot be met, Spectra shall so advise Licensee and shall seek a mutually satisfactory alternative response date. No representation regarding the availability of space shall be made in the absence of a physical field verification.

9. Authority to Place Licensee's Facilities.

- 9.1 Before Licensee places any of Licensee's Facilities in Spectra's conduit(s) pursuant to an approved COR, Licensee, upon request, shall submit sufficient evidence to Spectra of its authority to maintain the Facilities to be placed in Spectra's conduit(s) within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place and maintain Licensee's Facilities in Spectra's conduit(s).
- 9.2 Spectra shall not attempt to prevent or delay the granting of any rights-of-way, easements, licenses, authorizations, permits and consents from any federal, state or municipal authorities, or private property owners that may be required by Licensee to place Licensee's Facilities in Spectra's conduit(s).
- 9.3 If any right-of-way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to occupy Spectra's conduit(s) shall terminate immediately and Licensee shall promptly remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from Spectra, Spectra shall have the option to remove Licensee's Facilities and store

them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Spectra being deemed guilty of trespass or conversion, and without Spectra becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Spectra to remove Licensee's Facilities shall be reimbursed to Spectra by Licensee upon demand.

- 9.4 Upon notice from Spectra to Licensee that the cessation of the use of any portion of Spectra's conduit(s) has been ordered or directed by any federal, state or municipal authority, or private property owner, Licensee's permission to occupy such Spectra conduit(s) shall terminate immediately and Licensee promptly shall remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from Spectra, Spectra shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Spectra being deemed guilty of trespass or conversion, and without Spectra becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by Spectra to remove Licensee's Facilities shall be reimbursed to Spectra by Licensee upon demand by Spectra.

- 9.5 Where a spare inner-duct does not exist, Spectra shall allow Green Hillsto install an inner-duct in Spectra conduit, at Green Hillscost and expense. Spectra must review and approve any installation of inner-duct in any Spectra duct prior to the start of construction. Such approval shall not be unreasonably delayed, withheld or conditioned. Green Hillsshall provide notice to Spectra of any work activity not less than five (5) business days prior to the start of construction.

10. Placement of Licensee's Facilities.

- 10.1 Licensee shall, at its sole expense, place and maintain Licensee's Facilities in Spectra's conduit(s) in accordance with (i) such requirements and specifications as Spectra shall from time to time prescribe in writing, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and, (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety And Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits \_\_\_ through \_\_\_ hereto, as may be revised from time to time by Spectra.

- 10.2 Licensee's Facilities shall be tagged at each manhole so as to identify Licensee as the owner of the Facilities. The tags shall be of sufficient size and lettering so as to be easily read.

11. Failure of Licensee to Occupy Conduit Space.

Upon approval of a COR, Licensee shall have sixty (60) days in which to begin the placement of Licensee's Facilities in the Spectra conduit(s) covered by the COR. If Licensee has not begun placing its Facilities within that sixty (60) day period, Licensee shall so advise Spectra with a written explanation for the delay. If Licensee fails to advise Spectra of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Facilities within the sixty (60) days prescribed by this Section, the previously approved COR shall be deemed rescinded by Spectra and Licensee shall have no further right to place Licensee's Facilities pursuant to that COR.

12. Occupancy Fees.

- 12.1 Licensee shall pay to Spectra an Occupancy Fee, as specified in Exhibit A hereto, for each linear foot of innerduct occupied by Licensee's Facilities in Spectra's conduit(s). If Licensee's Facilities occupy more than one innerduct, a separate Occupancy Fee shall be paid by Licensee for each innerduct occupied. The Occupancy Fee specified in Exhibit A hereto is the fee applicable to 1" or 1-1/4" diameter innerduct. Spectra reserves the right to charge a higher fee for innerduct of greater diameter. The Occupancy Fee may be increased by Spectra from time to time as permitted by law upon sixty (60) days written notice to Licensee.

- 12.2 Occupancy Fees shall become due and payable on the date a COR is approved by Spectra for all Spectra innerducts identified in that COR on a pro rata basis until the end of the calendar year and thereafter on an annual basis within thirty (30) days of the receipt of a statement from Spectra specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less.
- 12.3 Spectra shall maintain an inventory of the total linear footage of innerduct occupied by Licensee's Facilities in Spectra's conduit(s) based upon the cumulative linear footage per innerduct from all CORs approved by Spectra. Spectra may, at its option, conduct a physical inventory of Licensee's Facilities for purposes of determining the Occupancy Fees to be paid by Licensee under this section. It shall be Licensee's sole responsibility to notify Spectra of any and all removals of Licensee's Facilities from Spectra's conduit(s). Written notice of such removals (unless they are covered by Section 17 of this Agreement) shall be provided to Spectra at least thirty (30) days prior to the removal. Each Notice of Removal shall be in a form specified by Spectra. Licensee shall remain liable for all Occupancy Fees until Licensee's Facilities have been physically removed from Spectra's conduits.
13. Modifications, Additions or Replacements of Licensee's Facilities.
- 13.1 Licensee shall not modify, add to or replace Licensee's Facilities in any Spectra conduit(s) without first notifying Spectra in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Facilities, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the Spectra conduit(s) involved.
- 13.2 Should Spectra determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require any modification, replacement or reinforcement of the Spectra conduit(s) involved in order to accommodate Licensee's modification, addition or replacement, Spectra will so notify Licensee, whereupon Licensee shall be required to submit a COR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of Licensee's Facilities.
- 13.3 Access to Spectra's conduit(s) for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section 20 of this Agreement.
14. Unauthorized Occupancy of Spectra Conduit.

14.1 It is agreed that a charge equal to five (5) times the amount of the then current Occupancy Fee shall be paid by Licensee to Spectra for each unauthorized occupancy of Spectra's conduit(s) by Licensee. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay Spectra an Occupancy Fee for each unauthorized occupancy accruing from the date the unauthorized occupancy first began. In the event that the date the unauthorized occupancy first began cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first COR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to Spectra all costs incurred by Spectra to rearrange Licensee's Facilities that are unauthorized if such rearrangement is required to safeguard Spectra's facilities or to accommodate the facilities of another party whose facilities would not have required a rearrangement but for the presence of Licensee's unauthorized facilities. Licensee also shall pay to Spectra all costs incurred by Spectra to reinforce, replace or modify any Spectra conduit(s), which reinforcement, replacement or modification is required as a result of the unauthorized occupancy by Licensee. The Occupancy Fee referenced in this subsection 14.1 shall be determined in the same manner as such a fee would have been determined if the occupancy had been authorized by Spectra.

14.2 For purposes of this section, an unauthorized occupancy shall include, but not be limited to:

14.2.1 The presence of Licensee's Facilities in any Spectra conduit which conduit is not identified in any COR approved in accordance with this Agreement;

14.2.2 The presence of Licensee's Facilities in any Spectra conduit that occupies more space than that allocated to Licensee by Spectra;

14.2.3 Licensee's Facilities that are not placed in accordance with the provisions of this Agreement or the appropriate COR issued pursuant to this Agreement;

14.2.4 An addition or modification by Licensee to its pre-existing Facilities in any Spectra conduit that impairs the structural integrity of that Spectra conduit.

14.2.5 The presence of facilities in Spectra's conduit(s) placed by Licensee that are owned or controlled by and for the use of a party other than Licensee.

15. Modification or Alteration Spectra Conduits

15.1 In the event Spectra plans to modify or alter any Spectra conduit(s) that house Licensee's Facilities, Spectra shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Facilities in the Spectra conduit(s) to be modified or altered by Spectra, Licensee shall so notify Spectra in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by Spectra to make the Spectra conduit(s) accessible. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.

15.2 In the event Spectra moves, replaces or changes the location, alignment or grade of Spectra's conduit(s) ("relocation") for reasons beyond Spectra's control, Licensee concurrently shall relocate Licensee's Facilities. Spectra and each Licensee required to relocate its Facilities shall bear its own costs for such relocation.

16. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, Spectra MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Default and Remedies.

17.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:

17.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of five (5) days after written notice thereof to Licensee;

17.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from Spectra (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);

17.1.3 The filing of any tax or mechanic's lien against any Spectra conduit(s) which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;

17.1.4 Licensee's voluntary or involuntary bankruptcy;

17.1.5 Licensee's knowing use or maintenance of Licensee's Facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking;

17.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Facilities is denied or revoked.

17.2 In the event of a Material Default, Spectra, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:

17.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which Spectra shall have given Licensee notice, the cost of which performance shall be paid by Licensee to Spectra upon demand;

17.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without Spectra being deemed guilty of trespass or conversion, and without Spectra becoming liable for any loss or damages to Licensee occasioned thereby; or

17.2.3 Exercise any other legal or equitable right or remedy which Spectra may have.

17.3 Any costs and expenses incurred by Spectra (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be paid to Spectra by Licensee upon demand.

- 17.4 Upon termination of this Agreement by Spectra, Licensee shall remain liable to Spectra for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by Spectra in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Occupancy Fees.
- 17.5 All rights and remedies of Spectra set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.
18. Indemnification.
- 18.1 Licensee shall compensate Spectra for the full actual loss, damage or destruction of Spectra's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities).
- 18.2 The Parties will further indemnify, defend and hold harmless each others agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of either Party's Facilities), except to the extent caused by the negligence or willful misconduct on the part of either Party's agents, officers, employees and assigns. The acting Party expressly assumes all liability for actions brought against the other Party's agents, officers, employees and assigns, by the acting Party's agents, officers or employees and that acting Party expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.
- 18.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve Spectra of any and all liability for, loss or damage (and the consequences of loss or damage) to any of Licensee's Facilities placed in any Spectra conduit(s) and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of Spectra or Spectra's agents, officers, employees and assigns.
- 18.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless Spectra and Spectra's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the negligence or willful misconduct on the part of Spectra or Spectra's agents, officers, employees and assigns.
- 18.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless Spectra, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup

required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.

18.6 In no event shall Spectra be liable to Licensee for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.

18.7 Licensee shall indemnify, protect and hold harmless Spectra from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment in Spectra's Ducts pursuant to this Agreement.

19. Insurance.

19.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 18 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and Spectra from all claims under any worker's compensation laws that may be applicable.

19.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by Spectra and Spectra shall be named as an additional insured in each such policy. Licensee shall submit to Spectra certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to Spectra. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, Spectra shall have the option of paying any amount due and Licensee shall forthwith reimburse Spectra the full amount paid by Spectra.

19.3 Licensee shall promptly advise Spectra in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Facilities.

19.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to Spectra's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to Spectra for rentals, inspections or for work performed by Spectra for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that the Spectra be notified thirty (30) days prior to the expiration or cancellation of the policy.

20. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Facilities in Spectra's conduit(s). While Spectra shall not be responsible for the repair of Licensee's Facilities that are damaged (except by mutual written agreement), Spectra shall nonetheless control access to its Conduits if the restoration is to be achieved in an orderly fashion.

20.1 Where Spectra and Licensee are involved in emergency restorations, access to Spectra's conduit(s) will be controlled by Spectra's Maintenance District Manager or his/her on-site representative according to the following guidelines:

20.1.1 Service Disruptions/Outages

- (a) In the event of service disruptions and/or outages, while exercising its right to first access, Spectra shall make all reasonable efforts to grant access to as many other entities with facilities in Spectra's conduit(s) as is reasonably safe.
- (b) Where simultaneous access is not possible, access will be granted by Spectra on a first come, first served basis.

20.1.2 Service Affecting Emergencies

- (a) In the event of service affecting emergencies not resulting in service disruptions or outages, while exercising its right to first access, Spectra shall make all reasonable efforts to grant access to as many other entities with facilities in Spectra's conduit(s) as is reasonably safe.
- (b) Where Spectra is unable to grant simultaneous access to all other entities with facilities in Spectra's conduit(s), access will be granted according to the level of damage to the facilities of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

20.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by Spectra regarding access to Licensee's Facilities, or any action or failure to act by Spectra under this Section 20 shall not constitute a basis for any claim by Licensee against Spectra for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

21. Damage Suspected to Licensee's Facilities Only.

21.1 In the event Licensee receives information that Licensee's Facilities are damaged, Licensee shall notify Spectra of said damage at [---TELEPHONE NUMBER---]. This is a 24-hour, 7 days per week notification number. Licensee shall provide Spectra all information known to it regarding the damage to Licensee's Facilities.

21.2 In the event Spectra receives notice that Licensee's Facilities are damaged, Spectra will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. Spectra shall provide Licensee all information known to it regarding the damage to Licensee's Facilities.

21.3 After the giving of such notice by either Licensee or Spectra, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Facilities, subject to the provisions of this Agreement.

21.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by Spectra regarding access to Licensee's facilities, or any action or failure to act by Spectra, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against Spectra for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold Spectra harmless from any such claim.



22. Access to Spectra's Manholes/Handholes.

22.1 Spectra will allow Licensee to audit manholes/handholes that are included in any COR submitted to Spectra to confirm usability. Licensee shall give Spectra at least fourteen (14) days advance written notice of its desire to audit and shall obtain all authorizations from appropriate authorities required to open the manholes/handholes. Spectra shall have the right to have a Spectra employee or agent present when its manholes/handholes are being opened. Such Spectra employee or agent shall have the authority to suspend Licensee's activities in and around Spectra's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse Spectra the cost of having Spectra's employee or agent present. Such charge shall be Spectra's fully loaded labor rates then in effect.

22.2 For purposes other than to audit usability, Spectra's manholes/handholes shall be opened only as permitted by Spectra and only after Licensee has obtained all necessary authorizations from appropriate authorities to open manholes/handholes and conduct work operations therein. Spectra shall have the right to have a Spectra employee or agent present at any site at which its manholes/handholes are being opened. Such Spectra employee or agent shall have the authority to suspend Licensee's work operations in and around Spectra's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse Spectra the cost of having Spectra's employee or agent present. Such charge shall be Spectra's fully loaded labor rates then in effect. The presence of Spectra's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around Spectra's conduit(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

23. Abandonment.

Nothing in this Agreement shall prevent or be construed to prevent Spectra from abandoning, selling, assigning or otherwise disposing of any Spectra conduit(s) or other Spectra property used in connection with Licensee's Facilities; provided, however, that Spectra shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. Spectra shall promptly notify Licensee of any proposed sale, assignment or other disposition of any Spectra conduit(s) or other Spectra property used in connection with Licensee's Facilities.

24. Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

If to Spectra: Spectra Communications Group, LLC  
Attention: Division Vice President  
8800 Blue Ridge Blvd., Suite 100  
Kansas City, MO 64138  
Facsimile number: (816)779-8200

If to Green Hills: Green Hills Telecommunications Services  
Attention: General Manager  
7926 N.E. State Route M, P.O. Box 227  
Breckenridge, MO 64625  
Facsimile number: (660) 644-5464

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

25. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any of term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

26. Dispute Resolution.

26.1 Except in the case of (i) a suit, action or proceeding by Spectra to compel Licensee to comply with its obligations to indemnify Spectra pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to this Agreement or its breach.

26.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

26.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60) days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written

interrogatories, demands to produce documents and requests for admission. Each party may also to take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in the city where Spectra's local offices are located. The arbitrator shall rule on the dispute, controversy or claim by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 26.4 Each party shall bear its own costs, including attorneys' fees, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs). The fees associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

27. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

28. Force Majeure.

Except for payment of the Occupancy Fees and other amounts payable under this Agreement, neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other cause beyond its control.

29. Assignment.

- 29.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of Spectra. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of Spectra shall be void.
- 29.2 Spectra shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. Spectra shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, Spectra shall be released and discharged from all obligations and liabilities under this Agreement.
- 29.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.
- 29.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of Missouri without regard to its conflicts of laws provisions.

31. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

32. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

33. Entire Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For Licensee:

SPECTRA COMMUNICATIONS  
GROUP, LLC

(Signature of Authorized Agent)  
(Printed Name of Authorized Agent)  
(Title)  
(Date)

(Signature of Officer)  
(Printed Name of Officer)  
(Title)  
(Date)

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT A  
OCCUPANCY FEES

Spectra Conduit Occupancy Rate:

\$ 0.31, per linear foot per year for innerduct/sub-duct  
\$ 0.62, per linear foot per year for innerduct/full-duct

APPENDIX G  
RECIPROCAL COMPENSATION FOR CALL TERMINATION

1. This document describes the reciprocal compensation arrangements between Green Hills and Spectra for Local Tariff, Toll and Switched Access Services. The Parties shall compensate each other for transport and termination of such traffic at the rates provided in Appendix A and/or the appropriate Parties' Switched Access Tariff.
2. Compensation for Call Termination
  1. The following compensation terms shall apply in all cases where Green Hills purchases Spectra's unbundled Local Switching:
    1. For local intra-switch calls between lines connected to Spectra's switch where Green Hills has purchased Spectra's unbundled Local Switching, the Parties agree to impose no call termination charges on each other. Spectra's Local Switching charge will apply as described below where the call is:
      - (a) Originated by Green Hill's customer and completed to a Spectra customer:
        - (1) (For use of the local switch): Local Switching charge at the originating office will apply to Green Hills.
      - (b) Originated by Green Hill's customer and completed to the customer of a third party LEC (not affiliated with Green Hills) using Spectra's unbundled Local Switching:
        - (1) (For use of the local switch): Local Switching charge at the originating office will apply to Green Hills.
      - (c) Originated by Green Hill's customer and completed to another Green Hill's customer using Spectra's unbundled Local Switching.
        - (1) (For use of the local switch): Local Switching charge at the originating office will apply to Green Hills.
      - (d) Originated by a Spectra customer and terminated to Green Hill's customer using Spectra's unbundled Local Switching.
        - (1) No Local Switching charge will apply.
      - (e) Originated by the customer of a third party LEC (not affiliated with Green Hills) using Spectra's unbundled Local Switching and terminated to Green Hill's customers using Spectra's unbundled Local Switching.
        - (1) No Local Switching charge will apply to Green Hills.
    2. For Local inner-switch calls where Green Hills has purchased Spectra's unbundled Local Switching.

Spectra's charges will apply to Green Hills described below where the call is:

- (a) Originated from Green Hill's end-user customer using Spectra's unbundled Local Switching and completed to a Spectra customer.
  - (1) (For use of the local switch): Local Switching charge at the originating office.
  - (2) A mileage-based transport charge will apply when Green Hills uses Spectra's transport.
  - (3) (For call termination): Charges for local interconnection/call termination, when applicable.
- (b) Originated from Green Hill's customer using Spectra's unbundled Local Switching and completed to a third party LEC (not affiliated with Green Hills) customer using Spectra's unbundled Local Switching.
  - (1) (For use of the local switch): Local Switching charge at the originating office.
  - (2) A mileage-based transport charge will apply when Green Hills uses Spectra's transport.
- (c) Originated from Green Hill's customer using Spectra's unbundled Local Switching and completed to the interconnected network of a third party LEC (not affiliated with Green Hills).
  - (1) (For use of the local switch): Local Switching charge at the originating office.
  - (2) A mileage-based transport charge will apply when Green Hills uses Spectra's transport, and mileage shall be measured between the originating office and the POI of the third party's network.
- (d) Originated from Green Hill's customer using Spectra's unbundled Local Switching and completed to Green Hill's customer using Spectra's unbundled Local Switching.
  - (1) (For use of the local switch): Local Switching charge at the originating office.
  - (2) A mileage-based transport charge will apply when Green Hills uses Spectra's transport.
  - (3) (For use of the local switch): Local Switching charge at the terminating office.
- (d) Originated by a Spectra customer and terminated to Green Hill's customer using Spectra's unbundled Local Switching.
  - (1) (For use at local switch): Local Switching Charge at the terminating office.
  - (2) (For call termination): Green Hills shall charge Spectra for local interconnection/call termination, when applicable.

- (f) Originated by a customer of a third-party LEC (not affiliated with Green Hills) using Spectra's unbundled Local Switching and terminated to Green Hill's customer using Spectra's unbundled Local Switching.
    - (1) (For use of the local switch): Local Switching charge at the terminating office.
  - (g) Originated by a customer of the interconnected network of a third-party LEC (not affiliated with Green Hills) and terminated to Green Hill's customer using Spectra's unbundled Local Switching.
    - (1) (For use of the local switch): Local Switching charge at the terminating office.
- 3. For intraLATA toll calls where Green Hills has purchased Spectra's unbundled Local Switching, charges per Unbundled Network Element pricing shall apply as follows:
  - (a) Originated by Green Hill's customer and completed to a Spectra customer.
    - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC (Residual Interconnection Charge) at the originating office.
    - (2) Shared transport charge between the two offices will apply when Green Hills uses Spectra's transport.
    - (3) (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).
    - (4) RIC and CCLC at the terminating office.
  - (b) Originated by Green Hill's customer and completed to the customer of a third-party LEC (not affiliated with Green Hills) using Spectra's unbundled Local Switching in a distant end office.
    - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the originating office.
    - (2) Shared transport charge between the two offices will apply when Green Hills uses Spectra's transport.
  - (c) Originated by Green Hills customer and completed to the network of a third-party LEC (not affiliated with Green Hills) interconnected with Spectra's network.
    - (1) (For use of the local switch): Local Switching charge, plus RIC and CCLC, at the originating office.
    - (2) Common transport charge will apply when Green Hills uses Spectra's transport, and mileage shall be measured between the originating office and the POI of the third party's network.
    - (3) Tandem Switching, where applicable.



- (d) Originated by Green Hill's customer and completed by another of Green Hill's customers being served through Spectra's unbundled Local Switching in a distant office.
  - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the originating office.
  - (2) Shared transport charge between the two offices will apply when Green Hills uses Spectra's transport.
  - (3) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
- (e) Originated by a Spectra customer and terminated to Green Hill's customer using Spectra's unbundled Local Switching.
  - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
  - (2) (For call termination): Green Hills will charge Spectra Local Switching at the terminating office (Switched Access Rate).
  - (3) (For call termination): Green Hills will charge Spectra NIC and CCLC at the terminating office.
- (f) Originated by the customer of a third-party LEC (not affiliated with Green Hills) using Spectra's unbundled Local Switching in a distant end office and terminated to Green Hill's customer using Spectra's unbundled Local Switching.
  - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
- (g) Originated by a customer of the network of a third-party LEC (not affiliated with Green Hills) interconnected with Spectra's network and terminated to Green Hill's customer using Spectra's unbundled Local Switching.
  - (1) (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.

4. For intrastate Switched Access calls where Green Hill's is using Spectra's unbundled Local Switching for calls originated from or terminated to an IXC for completion:

- (a) For calls originated from Green Hill's customer to Green Hill's own IXC switch (or that of an affiliate) for completion.
  - (1) (For use of the local switch): Local Switching charge at the terminating office.
  - (2) Originating RIC and CCLC.
  - (3) Spectra will charge Green Hill's IXC affiliate the following Switched Access elements on a meet-point basis:
    - a. Local Transport;
    - b. Tandem Switching.

- (4) Green Hills will charge Green Hill's IXC affiliate the following Switched Access elements on a meet-point basis:
    - a. Originating RIC and CCLC;
    - b. Local Switching.
- (b) For calls originating from Green Hill's customer to an IXC's switch not affiliated with Green Hills.
  - (1) (For use of the local switch): Green Hill's customer to an IXC's switch not affiliated with Green Hills.
  - (2) Originating RIC and CCLC.
  - (3) Spectra shall charge the non-affiliated IXC for the following originating Switched Access on a meet-point basis:
    - a. Local Transport;
    - b. Tandem Switching.
  - (4) Green Hills will charge the non-affiliated IXC for the following Switched Access elements on a meet-point basis:
    - a. Originating RIC and CCLC;
    - b. Local Switching.
- (c) For calls terminating to Green Hill's end-user customer from Green Hill's own IXC switch (or that of an affiliate) for completion.
  - (1) (For use of the local switch): Local Switching charge at the terminating office.
  - (2) Terminating RIC and CCLC.
  - (3) Spectra will charge Green Hill's IXC (affiliate) the following Switched Access elements on a meet-point basis:
    - a. Local Transport;
    - b. Tandem Switching.
  - (4) Green Hills will charge Green Hill's IXC (affiliate) for the following Switched Access elements on a meet-point basis:
    - a. Terminating RIC and CCLC.
    - b. Local Switching.
- (d) For calls terminating to Green Hill's customer from an IXC switch not affiliated with Green Hills.
  - (1) (For use of the local switch): Local Switching charge at the terminating office.

- (2) Terminating RIC and CCLC.
  - (3) Spectra shall charge the IXC for the following terminating Switched Access on a meet-point basis:
    - a. Local Transport;
    - b. Tandem Switching.
  - (4) Green Hills will charge IXC for the following Switched Access elements on a meet-point basis:
    - a. Terminating RIC and CCLC;
    - b. Local Switching.
- 5. For interstate Switched Access calls where Green Hills is using Spectra's unbundled Local Switching for calls originated from or terminated to an IXC for completion:
  - (a) For calls originated from Green Hill's customer to Green Hill's own IXC switch (or that of an affiliate) for completion.
    - (1) (For use of the local switch): Local Switching charge at the originating office.
    - (2) Originating Residual Interconnection Charge (RIC) and CCL.
    - (3) Spectra shall charge Green Hill's IXC affiliate for the following originating Switched Access on a meet-point basis:
      - a. Local Transport;
      - b. Tandem Switching.
    - (4) Green Hills will charge Green Hill's IXC affiliate the following Switched Access elements on a meet-point basis:
      - a. Originating RIC;
      - b. Originating CCLC;
      - c. Local Switching.
  - (b) For calls originated from Green Hill's customer to an IXC's switch not affiliated to Green Hills.
    - (1) (For use of the local switch): Local Switching charge at the terminating office.
    - (2) Originating RIC and CCLC.
    - (3) Spectra shall charge the IXC for the following originating Switched Access on a meet-point basis:
      - a. Local Transport;
      - b. Tandem Switching.



- (4) Green Hills will charge IXC the following Switched Access elements on a meet-point basis:
  - a. Originating RIC;
  - b. Originating CCLC;
  - c. Local Switching.
- (c) For calls terminating to Green Hill's customer for Green Hill's own IXC switch (or that of an affiliate) for completion.
  - (1) (For use of the local switch): Local Switching charge at the terminating office.
  - (2) Terminating RIC and CCL.
  - (3) Spectra will charge Green Hill's IXC (affiliate) the following Switched Access elements on a meet-point basis:
    - a. Local Transport;
    - b. Tandem Switching.
  - (4) Green Hills will charge Green Hill's IXC affiliate the following Switched Access elements on a meet-point basis:
    - a. Terminating RIC;
    - b. Terminating CCLC;
    - c. Local Switching.
- (d) For calls terminating to Green Hill's customer from an IXC switch not affiliated with Green Hills.
  - (1) (For use of the local switch): Local Switching charge at the terminating office.
  - (2) Terminating RIC and CCL.
  - (3) Spectra will charge the non-affiliated IXC for the following terminating Switched Access on a meet-point basis:
    - a. Local Transport;
    - b. Tandem Switching.
  - (4) Green Hills will charge IXC the following Switched Access elements on a meet-point basis:
    - a. Terminating RIC;

- b. Terminating CCLC;
- c. Local Switching.