

- 8.1 Pursuant to this Agreement, Windstream shall bill AURORA those charges, which AURORA incurs as a result of AURORA purchasing Resale Services from Windstream.
- 8.2 Windstream shall provide AURORA a monthly bill including all charges incurred by and credits and/or adjustments due to AURORA for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by Windstream to AURORA will include:
- 8.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;
  - 8.2.2 any known unbilled non-usage sensitive charges for prior periods;
  - 8.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and
  - 8.2.4 any known unbilled usage sensitive charges for prior periods. Windstream will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to AURORA.
- 8.3 Any switched access charges associated with Interexchange carrier access to the resold local exchange lines will be billed by, and due Windstream from the Interexchange Carrier.
- 8.4 All End User common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.
- 8.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.
- 8.6 Windstream will render bills each month on established bill days for each of AURORA's accounts.
- 8.7 If AURORA requests an additional copy(ies) of a bill, AURORA will pay Windstream a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 8.8 Payment of all charges will be the responsibility of AURORA. AURORA shall make payment to Windstream for all Resale Services billed. Windstream is not responsible for payments not received by AURORA from AURORA's Customer. Windstream will not become involved in Billing Disputes that arise between "AURORA" and its Customer. Payments made to Windstream, as payment on account, will be credited to an accounts receivable master account and not to an End User's account.
- 8.9 Payment of all charges will be due within thirty (30) days of the invoice date and payable in immediately available funds. Payment is considered to have been made when received by Windstream.

## 9.0 Customer Usage Data

- 9.1 Usage Data with respect to End Users will be provided by Windstream to AURORA when the End User has been transferred to AURORA, and AURORA purchases Resale Services from Windstream.
- 9.2 Windstream will provide usage data for AURORA Customers using Windstream-provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:
  - 9.2.1 All record types that are currently processed for Windstream Customers.
  - 9.2.2 Use of CLASS/ Custom Features;
  - 9.2.3 Station level detail for Windstream - provided CENTREX families of services; and
  - 9.2.4 Complete call detail and complete timing information for Resale Services;
- 9.3 Windstream will provide Usage Data for completed calls only for service offerings that Windstream records for itself (e.g., Local Measured Services) and recordings performed on the behalf of Windstream for operator services and directory assistance.
- 9.4 Windstream will provide Usage Data to AURORA only for AURORA Customers. Windstream will not submit other carriers' local usage data as part of the AURORA Usage Data.
- 9.5 Windstream will provide Usage Data in EMI format.
- 9.6 Windstream will include the Working Telephone Number (WTN) of the call originator on each EMI call record.
- 9.7 Customer usage records and station level detail records will be in packs in accordance with EMI guidelines.
- 9.8 Windstream will transmit formatted Usage Data to AURORA via CONNECT: Direct or as otherwise agreed to by the Parties. AURORA is responsible for the connection.
- 9.9 AURORA and Windstream will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. AURORA will pay to Windstream a per message charge for Windstream's transmission of usage data to AURORA.
- 9.10 Windstream will provide Usage Data to AURORA daily (Monday through Friday) on a time schedule to be determined by the Parties. By mutual Agreement of both Parties, this schedule can be amended with thirty (30) days written notice.
- 9.11 Windstream will establish a single point of contact to respond to AURORA call usage, data error, and record transmission inquiries.
- 9.12 Windstream will bill and AURORA will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

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## **ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE**

### **1.0 Scope**

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. Network Interconnection will be provided by the Parties at any technically feasible point(s) within Windstream's interconnected network within a LATA. AURORA must establish a point of interconnection at each Windstream tandem within the LATA. It is AURORA's responsibility to establish interconnection, pursuant to this Attachment, within Windstream's interconnected network within each LATA. In each Windstream Exchange Area where the Parties interconnect their networks, the Parties will utilize the interconnection method as specified below unless otherwise mutually agreed to in writing by the Parties. Traffic originated by any third party, not a Party to this Agreement, delivered to the other Party, regardless of whether such traffic is delivered to the Party's End User, is not originating on that Party's network and may not be routed through any interconnection facilities. The terms "originate" and "terminate" refer to the end points of a call, regardless of the classification of the Party's End User.
- 1.2 Each Party is responsible for the cost, appropriate sizing, operation, and maintenance of the facilities on its side of each IP. Each IP must be located within Windstream's serving territory in the LATA in which traffic is originating. An IP determines the point up to which the originating Party shall be responsible for providing at its own expense, the call transport with respect to its Local traffic and IntraLATA Traffic.
- 1.3 An Interconnection Point ("IP"), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement. Street address and/or Vertical and Horizontal (V & H) Coordinates will be provided to identify each IP.

### **2.0 Interconnection**

- 2.1 Direct interconnection facilities provide for network interconnection between the Parties at a technically feasible point(s) on Windstream's interconnected network within a LATA as described in Section 2.1.1. AURORA must establish a point of interconnection at each Windstream tandem within the LATA. Traffic originated by any third party, not a Party to this Agreement, delivered to the other Party, regardless of whether such traffic is delivered to the Party's End User, is not originating on that Party's network and may not be routed through the direct interconnection facilities. Direct interconnection shall be accomplished by, including but not limited to, one or more of the following methods: 1) lease arrangements, and 2) jointly provisioned facilities arrangements.
  - 2.1.1 In order to gain connectivity, the IP is required at the following locations :
    - a) IP at the Windstream Tandem Office where available;
    - b) IP at the Windstream End Office;
    - c) IP at the Windstream Access Tandem, where available, or End Office for a Windstream remote central office.
  - 2.1.2 Lease arrangements will be governed by the applicable Windstream interstate, intrastate or local, special access or private line tariffs under which AURORA orders service.

- 2.1.3 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the IP, however, should Windstream be required to modify its network to accommodate the interconnection request made by AURORA, AURORA agrees to pay Windstream reasonable charges for such modifications. If AURORA uses a third party network Carrier to reach the IP, AURORA will bear all third party Carrier charges for facilities and traffic.
- 2.2 The Parties shall utilize direct end office facilities under any one of the following conditions:
- 2.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office facility plan that will alleviate the tandem capacity shortage and ensure completion of traffic between AURORA and Windstream.
- 2.2.2 Traffic Volume – Where traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then AURORA shall install and retain direct end office facilities sufficient to handle such traffic volumes. AURORA will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way facilities, additional facilities shall only be required by the Party whose facilities has achieved the preceding usage threshold.
- 2.2.3 Mutual Agreement - The Parties may install direct end office facilities upon mutual agreement in the absence of conditions (2.2.1) or (2.2.2) above.
- 2.2 Indirect Interconnection. Both Parties agree only to deliver traffic to the other pursuant to and consistent with the terms of this Agreement. Neither Party shall utilize a third party for the delivery of traffic to the other pursuant to this Agreement without the consent of all Parties and without the establishment of mutually agreeable terms and conditions among all Parties governing any intermediary arrangement with a third party. Traffic originated by any third party, not a Party to this Agreement, delivered to the other Party, regardless of whether such traffic is delivered to the Party's End User, is not originating on that Party's network and may not be routed through Indirect Interconnection.
- 2.3 Transit Traffic. Neither Party shall provide an intermediary or transit function for the connection of the End Users of a third party to the End Users of the other Party and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party or to accept transit traffic or intermediary arrangements with third parties.
- 2.4 Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's tandem via another LEC's tandem.

### 3.0 Signaling Requirements

- 3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.

- 3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.

- 3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7 ("SS7")

GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part

GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-§6.5

GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part ("MTP") and Integrated Digital Services Network User Part ("ISDNUP")

- 3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its End Users. All CCS signaling parameters will be provided including, without limitation, Calling Party Number (CPN), Originating Line Information ("OLI"), calling party category and charge number.
- 3.5 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,
- 3.6.1 disaster recovery provisions and escalations;
- 3.6.2 direct/high usage trunk engineering guidelines; and
- 3.6.3 such other matters as the Parties may agree.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

#### **4.0 Interconnection and Trunking Requirements**

#### **4.1 Local Traffic and IntraLATA Traffic**

- 4.1.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA calls originating on each other's networks as follows:
- 4.1.1.1 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic and IntraLATA traffic. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic and IntraLATA traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic and IntraLATA traffic.
- 4.1.1.2 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.
- 4.1.2 Neither Party shall utilize the Local/IntraLata facilities for delivery of any other type of traffic to the other Party.

#### **4.2 Trunking and Facilities**

- 4.2.1 Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS1, DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service.
- 4.2.2 Where Windstream is a 911 provider, separate trunks connecting AURORA's switch to Windstream's E911 routers will be established by AURORA. If AURORA purchases such services from Windstream, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from AURORA, it is the responsibility of AURORA and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from AURORA will be processed.
- 4.2.3 AURORA will not route traffic to Windstream's local end office switches to act as a tandem on AURORA's behalf nor will Windstream route traffic to AURORA's local end office switches to act as a tandem on Windstream's behalf.
- 4.2.4 This Agreement is applicable only to Windstream's serving areas. Windstream will not be responsible for interconnections or contracts relating to any of AURORA's interconnection with any other Carrier.

### **5.0 Network Management**

#### **5.1 Protective Protocols**

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

## **5.2 Expansive Protocols**

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

## **5.3 Mass Calling**

The Parties shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

# **6.0 Forecasting/Service Responsibilities**

- 6.1 Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.
- 6.2 Windstream shall be responsible for forecasting and servicing the trunk groups terminating to AURORA. AURORA shall be responsible for forecasting and servicing the trunk groups terminating to Windstream End Users. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.
- 6.3 The Parties shall both be responsible for efficient planning and utilization of the network and employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to direct interconnection in accordance with §3.5 of this Appendix preceding.
- 6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

# **7.0 Trunk Servicing**

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering.
- 7.2 The Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the IP.

- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 7.7 Each Party will perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 7.8 The Parties will advise each other's Control Office if there is an equipment failure, which may affect the interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.
- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between an AURORA end office and Windstream access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Windstream will engineer all interconnection trunks between the Parties to a 6 db of digital pad configuration.

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## **ATTACHMENT 9: DIRECTORIES**

This Attachment 9: Directories sets forth terms and conditions with respect to the printing and distribution of White Pages directory in addition to the General Terms and Conditions. Windstream will provide the service of accepting service orders for listing AURORA's customers, printing and distribution of White Pages until Windstream's sale of Windstream Yellow Pages is complete. At that point, it is AURORA's responsibility to secure Directory Listings directly from the directory publisher.

Exhibits incorporated herein:

- Exhibit A: Directories Price List

### **1.0 Introduction**

- 1.1 Windstream obtains the publication of White Pages and Yellow Pages directories (Windstream Directories) for geographic areas in which AURORA may also provide local exchange telephone service, and AURORA wishes to include listing information for its Customers in the appropriate Windstream Directories.
- 1.2 Windstream will include AURORA's Customer listings in the appropriate Windstream White Pages directory in accordance with § 2.0 Resale and § 3.0 Other, as specified in this Attachment. The Parties agree that § 2.0 Resale shall be applicable to Customers which AURORA serves through a Resale Agreement, and § 3.0 Other relates to all other Customers served by AURORA.
- 1.3 Any references in this Attachment to Windstream procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of Windstream's contractors that produce directories on its behalf.
- 1.4 A service order processing charge (Service Order Charge), listed in Appendix B, will be applied to each service order issued by AURORA for Windstream to process a directory listing request or change to an existing directory listing.

### **2.0 Service Provided - Resale**

- 2.1 Windstream will include in appropriate White Pages directories the primary alphabetical listings of all AURORA Customers (other than non-published or non-list Customers) located within the local directory area.
- 2.2 AURORA will furnish to Windstream subscriber listing information pertaining to AURORA Customers located within the Windstream local directory area, along with such additional information as Windstream may require to prepare and print the alphabetical listings of said directory.
- 2.3 Windstream will include the listing information for AURORA's Customer for Resale Services in Windstream's White Pages directory database in the same manner as it includes listing information for Windstream's Customers.
- 2.4 Windstream will provide AURORA with format requirements and procedures for submitting directory listings and directory updates.

- 2.5 AURORA may purchase Enhanced White Pages listings for residential Customers on a per listing basis, and will pay Windstream amounts attributable to such Enhanced Listings used by its Customers.
- 2.6 AURORA's subscriber listings will be inter-filed (interspersed) with Windstream's and other local service provider's subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another local service provider.
- 2.7 Windstream will deliver White Pages directories to AURORA Customers. The timing of such delivery and the determination of which White Pages directories will be delivered (by Customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per Customer, will be on the same terms that Windstream delivers White Pages directories to its own End Users.
- 2.8 Windstream will distribute any subsequent directories in accordance with the same practices and procedures used by Windstream.
- 2.9 At its option, AURORA may purchase information pages (Customer Guide Pages) in the informational section of the Windstream White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than Windstream information pages. Sixty (60) days prior to the directory close date, AURORA will provide to Windstream the information page(s) in camera ready format. Windstream will have the right to approve or reject the format and content of such information page(s) and, with AURORA's Agreement, Windstream may, but is not required to, revise the format and content of such information page(s).
- 2.10 Windstream will include AURORA specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to AURORA on such page will be 1/8<sup>th</sup> page in size. In order to have such information published, AURORA will provide Windstream, sixty (60) days prior to the directory close date, with its logo and information in the form of a camera ready copy, sized at 1/8<sup>th</sup> of a page. AURORA will be limited to a maximum of 1/8<sup>th</sup> of a page in any single edition of an Windstream White Pages directory.
- 2.11 The Parties shall cooperate so that Yellow Page advertisements purchased by Customers who switch to AURORA as their local service provider (including Customers utilizing AURORA-assigned telephone numbers and AURORA Customers utilizing local number portability (LNP)) are provided in accordance with standard Windstream practices. Yellow Page services will be offered to AURORA's Customers on the same basis that they are offered to Windstream's Customers. Such services will be provided through Windstream's yellow pages affiliate, its agent or assignee.

### **3.0 Service Provided - Other**

- 3.1 Windstream will include in appropriate White Pages directories the primary alphabetical listings of all AURORA End Users located within the local directory scope.
- 3.2 Windstream agrees to include one basic White Pages listing for each AURORA Customer located within the geographic scope of its White Page Directories, and a courtesy Yellow Page listing for each AURORA business Customer located within the geographical scope of its Yellow Page directories.

- 3.2.1 Service order charges apply pursuant to section 1.4 of this attachment.
- 3.2.2 A basic White Page listing is defined as a Customer name, address, and either the AURORA assigned number for a Customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of AURORA Customers will be inter-filed with listings of Windstream and other LEC Customers.
- 3.3 Windstream agrees to provide AURORA's Customers secondary White Page listings at the rate listed in Exhibit A: Directories Price List.
- 3.4 AURORA will furnish to Windstream subscriber listing information pertaining to AURORA End Users located within the local directory scope, along with such additional information as Windstream may require to prepare and print the alphabetical listings of said directory.
- 3.5 AURORA will provide its subscriber listing information to Windstream, in a manner and format prescribed by Windstream, via Windstream Express.
- 3.6 AURORA will provide to Windstream a forecasted amount of the number of directories, which AURORA will need, for its Customers prior to directory publication.
- 3.7 Windstream makes no guarantee as to the availability of directories beyond the forecasted amount provided by AURORA.
- 3.8 AURORA agrees to pay Windstream an Initial Book charge at the Wholesale rates as indicated in Exhibit A: Directories Price List.
- 3.9 If AURORA desires subsequent directories after the initial distribution, Windstream, subject to the availability of such directories, agrees to provide subsequent directories at the Retail rates in Exhibit A: Directories Price List.
- 3.10 Windstream will deliver White Pages directories to AURORA Customers. The timing of delivery and the determination of which White Pages directories will be delivered (by Customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per Customer, will be provided under the same terms that Windstream delivers White Pages directories to its own End Users.
- 3.11 Windstream will distribute any subsequent directories in accordance with the same practices and procedures used by Windstream.
- 3.12 At its option, AURORA may purchase information pages (Customer Guide Pages) in the informational section of the Windstream White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than Windstream information pages. Sixty (60) days prior to the directory close date, AURORA will provide to Windstream the information page(s) in camera ready format. Windstream will have the right to approve or reject the format and content of such information page(s), and, with AURORA's Agreement, Windstream may, but is not required to, revise the format and content of such information page(s).
- 3.13 Windstream will include AURORA specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to AURORA on such page will be 1/8<sup>th</sup> page in size. In order to have such information published, AURORA will provide Windstream with its logo and information in the form of a camera ready

copy, sized at 1/8<sup>th</sup> of a page. AURORA will be limited to a maximum of 1/8<sup>th</sup> of a page in any single edition of an Windstream White Pages directory.

- 3.14 The Parties shall cooperate so that Yellow Page advertisements purchased by Customers who switch to AURORA as their local service provider (including Customers utilizing AURORA-assigned telephone numbers and AURORA Customers utilizing LNP) are provided in accordance with standard Windstream practices. Yellow Page services will be offered to AURORA's Customers on the same basis that they are offered to Windstream's Customers. Such services will be provided through Windstream's yellow pages affiliate, its agent or assignee.

#### **4.0 Limitation of Liability and Indemnification**

- 4.1 Windstream will not be liable to AURORA for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the White Pages services, including any and all associated equipment and data processing systems, unless said losses or damages result from Windstream's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which Windstream is held liable under this Agreement to AURORA, shall in no event exceed the amount of the charges billed to AURORA for White Pages services with respect to the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by Windstream to the time Service is restored.
- 4.2 AURORA agrees to defend, indemnify, and hold harmless Windstream from any and all losses, damages, or other liability that Windstream may incur as a result of claims, demands, wrongful death actions, or other claims by any Party that arise out of AURORA's Customers' use of the White Pages services, or the negligence or wrongful act of AURORA except to the extent any such losses, damages or other liability solely from Windstream's gross negligence or willful misconduct. AURORA will defend Windstream against all Customer claims just as if AURORA had provided such service to its Customer with AURORA's own employees and will assert its contractual or tariff limitation of liability, if any, for the benefit of both Windstream and AURORA.
- 4.3 AURORA agrees to release, defend, indemnify, and hold harmless Windstream from any claims, demands, or suits with respect to any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by Windstream employees or equipment associated with provision of the White Pages services, except to the extent any such losses, damages or other liability is based on or results from Windstream's gross negligence or willful misconduct. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with White Pages services.

#### **5.0 Pricing**

- 5.1 Prices for White Pages services are as contained on Exhibit A: Directories Price List, attached hereto and incorporated herein.

**EXHIBIT A: DIRECTORIES PRICE LIST**

**Price Disclaimer:** The following prices are for purchasing Windstream directories and Information Pages. Based on fluctuating printing and publishing expenses, Windstream reserves the right to increase these prices by no more than 3% annually.

**Price Per Initial White Page listing:** \$0.00

**Price Per Additional White Page listing:** \$3.00

**Price Per Single Sided Informational Page:**

**6x9**

1 additional information page	\$475.00
2 additional information pages	\$750.00

**9x11**

1 additional information page	\$1,225.00
2 additional information pages	\$1,440.00

**Price Per Book Copy for Initial Book Order:**      **Respective Directory Wholesale Price (See Below)**

**Price Per Book Copy Ordered after Initial Order:** **Respective Directory Retail Price (See Below)**

ST	DIR (YPPA) CODE	DIRECTORY NAME	2007 WHOLESALE PRICE	2007 RETAIL PRICE
AL	001364	Eclectic	10.00	15.00
AL	001634	Leeds	11.80	17.70
AR	004195	Crossett	10.00	15.00
AR	004267	Elaine	10.00	15.00
AR	004270	Elkins	15.55	23.33
AR	004313	Fordyce	10.00	15.00
AR	004360	Greenbrier	10.00	15.00
AR	004382	Harrison/Mountain Home	11.05	16.58
AR	004658	Mulberry	10.00	15.00
AR	004725	Perryville	11.10	16.65
AR	004221	Southwest Ar Reg/Glenwood Reg	11.40	17.10
AR	004897	Tuckerman	10.00	15.00
FL	012365	Alachua (High Springs)	14.15	21.23
FL	012113	Callahan	10.00	15.00
FL	012142	Citra	13.50	20.25
FL	012342	Hastings	16.85	25.28
FL	012526	Live Oak	11.70	17.55

GA	013030	Adel	10.25	15.38
GA	013580	Canton	18.65	27.98
GA	014010	Dalton	15.35	23.03
GA	014070	Douglas	11.40	17.10
GA	015390	Effingham & Screven Counties	13.15	19.73
GA	014230	Fitzgerald	10.00	15.00
GA	014250	Folkston	10.00	15.00
GA	014320	Glennville	10.00	15.00
GA	013520	Grady County	10.95	16.43
GA	013820	Greater Jackson/Banks	25.50	38.25
GA	013960	Greater Lumpkin (Gr Towns)	18.45	27.68
GA	013800	Greater Madison	16.10	24.15
GA	013710	Greater Rabun Cty	12.20	18.30
GA	015610	Greater Stephens/Franklin	11.85	17.78
GA	013880	Habersham, White & Surr. Counties	14.85	22.28
GA	014560	Homerville	10.00	15.00
GA	014570	Irwinton	10.00	15.00
GA	014600	Jasper	24.65	36.98
GA	013350	Lower Chattahoochee Valley	10.30	15.45
GA	014880	Manchester	10.00	15.00
GA	014940	Mcrae	10.00	15.00
GA	014980	Milledgeville/Gray	13.75	20.63
GA	015030	Monroe	14.85	22.28
GA	015070	Moultrie	10.00	15.00
GA	014680	Northwest Ga (Lafayette)	10.00	15.00
GA	013510	Perry Regional	11.60	17.40
GA	015150	Quitman	13.40	20.10
GA	013940	Southwest Georgia	14.65	21.98
GA	015430	Summerville	10.00	15.00
GA	015520	Thomas County	14.80	22.20
GA	015530	Thomaston	10.80	16.20
GA	015850	Winder	14.10	21.15
KY	103351	Ashland Area	10.55	15.83
KY	103350	Bardwell Area	14.45	21.68
KY	103349	Berea/Richmond/McKee Area	14.00	21.00
KY	103363	Bracken County	11.40	17.10
KY	103348	Calvert City/Smithland	12.90	19.35
KY	103369	Campbellsville	14.50	21.75
KY	103354	Columbia - Liberty	15.20	22.80
KY	103364	Cumberland	14.50	21.75
KY	103356	Elizabethtown Area	10.70	16.05

KY	103347	Flemingsburg	12.00	18.00
KY	103376	Glasgow Area	20.60	30.90
KY	103370	Gr Lexington	24.30	36.45
KY	103370	Gr Lexington - Mini	12.15	18.23
KY	103352	Grayson/Olive Hill	13.35	20.03
KY	103361	Greensburg	10.65	15.98
KY	103358	Hazard Area	16.95	25.43
KY	103353	Irvine/Ravenna	10.45	15.68
KY	103368	Lebanon	10.15	15.23
KY	103365	Leitchfield	15.35	23.03
KY	103360	London Area	12.15	18.23
KY	103362	Monticello	13.65	20.48
KY	103367	Morehead/Owingsville Area	15.30	22.95
KY	103371	Nicholasville Area	10.00	15.00
KY	103359	Scottsville	20.05	30.08
KY	029886	Shepherdsville	12.00	18.00
KY	103357	Somerset Area	11.25	16.88
KY	103355	Tompkinsville	13.20	19.80
KY	103346	Uniontown	17.25	25.88
KY	103366	Vanceburg	11.25	16.88
KY	103372	Versailles Area	10.00	15.00
MO	040012	Albany-Gallatin Area	11.15	16.73
MO	040136	Bolivar	13.60	20.40
MO	040522	Dixon	10.00	15.00
MO	040538	Doniphan	10.00	15.00
MO	041055	Liberal	10.00	15.00
MO	041145	Madison	10.00	15.00
MO	041243	Milan/Mendon	10.00	15.00
MO	041564	Purdy	10.00	15.00
MO	041802	Silex/Vandalia	10.00	15.00
MO	041852	Stover	10.00	15.00
MS	039302	Florence	13.50	20.25
NC	053002	Aberdeen	15.90	23.85
NC	054746	Anson & Union Counties	15.90	23.85
NC	053315	Denton	10.00	15.00
NC	053526	Granite Quarry	14.65	21.98
NC	053802	Laurel Hill	10.05	15.08
NC	054098	Mooreville	19.50	29.25
NC	054265	Norwood	14.20	21.30
NC	054945	Old Town	10.00	15.00
NC	054449	Sanford	15.50	23.25

NC	054727	Tryon	13.25	19.88
NC	054024	Union County/Matthews	22.90	34.35
NE	044156	Beatrice	10.00	15.00
NE	044385	Hastings	10.00	15.00
NE	44458	Lincoln	26.15	39.23
NE	044532	Southeastern Nebraska	10.00	15.00
NE	044925	Wahoo	10.00	15.00
NE	044970	York	10.00	15.00
NM	048205	Carlsbad	31.00	46.50
NM	048274	Espanola	31.00	46.50
NM	048380	Hobbs	31.50	47.25
NM	048536	Lovington	25.90	38.85
NM	048653	Ruidoso	31.00	46.50
NM	048877	Truth Or Consequences	20.80	31.20
NY	052371	Fulton/Sub-Syracuse	18.90	28.35
NY	050734	Jamestown-Warren	11.95	17.93
NY	051282	Munnsville	19.50	29.25
NY	052140	Shortsville	11.95	17.93
NY	052652	West Winfield	15.35	23.03
OH	056112	Ashtabula Co	10.90	16.35
OH	056711	Coolville	12.35	18.53
OH	056753	Covington	12.00	18.00
OH	056854	Delta	11.75	17.63
OH	056938	Elyria	12.15	18.23
OH	056514	Geauga County	11.20	16.80
OH	057403	Greater W Reserve Area	14.50	21.75
OH	057394	Hopedale	11.55	17.33
OH	057485	Kenton	10.00	15.00
OH	058044	Newark-Licking County-Zanesville	12.80	19.20
OH	058265	Paulding	10.00	15.00
OH	058370	Quaker City	13.10	19.65
OH	058435	St. Paris	10.80	16.20
OK	059285	Broken Arrow/Tulsa South	45.90	68.85
OK	060481	Burns Flat	10.00	15.00
OK	059333	Checotah	20.75	31.13
OK	059798	Hominy	20.80	31.20
OK	059866	Kiowa	10.00	15.00
OK	060281	Leflore Cty Area	10.05	15.08
OK	059893	Lindsay	20.80	31.20
OK	060291	Prague / Tecumseh	20.80	31.20
OK	060331	Purcell	20.75	31.13
OK	060514	Stilwell	10.00	15.00
OK	060531	Stroud	20.80	31.20

OK	060646	Velma	10.00	15.00
OK	060671	Wagoner	20.75	31.13
PA	062010	Albion	10.00	15.00
PA	063335	Apollo-Leechburg	18.55	27.83
PA	062388	Brookville	12.25	18.38
PA	064120	Cameron & Elk Counties	10.80	16.20
PA	062605	Coalport-Glasgow	17.20	25.80
PA	062926	Enon Valley	12.85	19.28
PA	062047	Kittanning	13.25	19.88
PA	063359	Knox	10.75	16.13
PA	063417	Lansford	13.15	19.73
PA	063620	Meadville-Jamestown	13.60	20.40
PA	063721	Muncy	15.20	22.80
PA	062981	Murrysville	17.00	25.50
PA	063777	New Bethlehem	10.55	15.83
PA	064138	Rimersburg	10.75	16.13
PA	064267	Sheffield	10.30	15.45
PA	064591	Warriors Mark	18.55	27.83
PA	064637	Waynesburg	13.10	19.65
SC	066445	Inman	12.70	19.05
SC	066454	Kershaw	12.20	18.30
SC	066538	Lexington	16.95	25.43
SC	066730	St Matthews	10.00	15.00
TX	069118	Anahuac	10.00	15.00
TX	069132	Andrews	20.80	31.20
TX	069248	Avery - Bogata	20.75	31.13
TX	073238	Baird	24.00	36.00
TX	069552	Brownfield	22.25	33.38
TX	069818	Clarksville	20.80	31.20
TX	069980	Coolidge	13.80	20.70
TX	070080	Crockett	24.00	36.00
TX	070136	Daingerfield	20.80	31.20
TX	070150	Dalhart	20.80	31.20
TX	070255	Denver City	21.05	31.58
TX	071951	Dimmitt / Mid Plains	20.80	31.20
TX	070325	Dumas Vega	20.80	31.20
TX	070479	Fabens	20.80	31.20
TX	070486	Fairfield	20.80	31.20
TX	070662	Garrison	11.85	17.78
TX	070820	Grandview	15.85	23.78
TX	070932	Happy	20.80	31.20
TX	070946	Haskell	20.80	31.20
TX	071137	Hubbard	20.80	31.20
TX	071309	Kamay	20.80	31.20
TX	071312	Karnack	20.80	31.20
TX	071400	Kerrville	36.80	55.20

TX	071512	Lamesa	20.75	31.13
TX	071568	Levelland	22.05	33.08
TX	071596	Littlefield / Muleshoe	20.75	31.13
TX	071890	Memphis	20.80	31.20
TX	072120	Newton / Colmesneil	20.80	31.20
TX	072142	Nocona	10.00	15.00
TX	072310	Panhandle	20.80	31.20
TX	072380	Pecos	20.75	31.13
TX	072394	Perryton	20.80	31.20
TX	072436	Plains	13.75	20.63
TX	072520	Post	22.25	33.38
TX	072562	Ralls	20.75	31.13
TX	072770	Rosebud	20.80	31.20
TX	072952	Seymour	20.75	31.13
TX	073164	Sugarland/Katy/Fort Bend County	21.35	32.03
TX	073192	Sweeny	10.00	15.00
TX	073276	Tenaha-Gary	20.75	31.13
TX	073304	Texarkana	38.70	58.05
TX	103688	Trinity	20.80	31.20
TX	073568	Wellington	20.80	31.20
TX	073624	Wheeler	20.80	31.20
TX	073636	Whitney/Glen Rose	20.75	31.13

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## **ATTACHMENT 13: NUMBERING**

### **1.0 Numbering**

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 1.5 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

### **2.0 NXX Migration**

- 2.1 Where a Party (first Party) has activated, dedicated or reserved an entire NXX for a single End User, if such End User chooses to receive service from the other Party (second Party), the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the network and on the End User(s) service and will be subject to appropriate industry lead-times (currently 45 days) for movements of NXXs from one switch to another.

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## **ATTACHMENT 18: PERFORMANCE MEASURES**

### **1.0 General**

- 1.1 Windstream will use its best efforts to satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are specified in this Agreement or are required by law or regulation. In addition, Windstream's performance under this Agreement shall be provided to AURORA at parity with the performance Windstream provides itself for like service(s).

### **2.0 Interconnection**

#### **2.1 Trunk Provisioning Intervals**

##### **2.1.1 Access Service Request (ASR)**

Positive acknowledgment of receipt of a non-valid ASR will be made within two business days, provided the ASR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time.) The start time for determining the FOC interval will commence with receipt of a valid ASR. A non-valid ASR will not start the FOC interval.

##### **2.1.2 Firm Order Confirmation (FOC)**

An FOC confirming the due date will be sent within 2 business days (16 business hours) after receipt of a valid ASR subject to facility availability. Subject to availability of facilities service will be implemented (trunks in service) within 20 business days of receipt of a valid ASR.

##### **2.1.3 Performance Expectation**

Provided the conditions are met under 2.1.1 and 2.1.2 preceding, Windstream's performance expectation is to provide 100% due dates met within reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

#### **2.2 Trunking Grade of Service**

##### **2.2.1 Exchange Access (IXC Toll Traffic)**

For exchange access traffic routed via an access tandem blocking on each leg will be held to .005 (1/2% blockage).

##### **2.2.2 All Other**

All other final routed traffic will be held to .01 (1% blockage).

##### **2.2.3 Performance Expectation**

Provided the conditions are met under 2.2.1 and 2.2.2 preceding, Windstream's performance expectation is to provide traffic flow 100% of the time. If service levels fall

below the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

## **2.3 Trunk Service Restoration**

### **2.3.1 Service Affecting**

Service affecting trunk service trouble will be responded to at parity with the performance Windstream provides itself for like service(s). Service affecting trouble is defined as a condition or event affecting 20% or more of the total trunk group and overflows are experienced.

### **2.3.2 Non Service Affecting**

Non service affecting trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

### **2.3.3 Performance Expectation**

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

## **3.0 Maintenance Intervals**

### **3.1. Service Affecting**

Service affecting maintenance trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

### **3.2 Non Service Affecting**

Non service affecting trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

### **3.3 Performance Expectation**

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

## **4.0 Local Service Provisioning Intervals**

### **4.1 Local Service Request (LSR)**

Positive acknowledgement of receipt of a non-valid LSR will be made within two business days, provided the LSR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time). The start time for determining the Local Service Request Confirmation (LSCN) interval will commence with receipt of a valid LSR. A non-valid LSR will not start the LSCN interval.

**4.2 Local Service Request Confirmation (LSCN)**

An LSCN confirming the due date will be sent within 2 business days (16 business hours) after receipt of a valid LSR subject to facility availability.

**4.3 Performance Expectation**

Provided the conditions are met under 4.1.1 and 4.1.2 proceeding, Windstream's performance expectation is to provide 100% due dates within the reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

**ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS**

- 1.1 A Bona Fide Request (BFR) must be used when AURORA requests a change to any Services and/or Elements provided hereunder, including features, capabilities, or functionality.
- 1.2 A BFR shall be submitted in writing by AURORA and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that Windstream has sufficient information to analyze and prepare a response. Such a request also shall include AURORA's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.3 Although not expected to do so, AURORA may cancel, without penalty, a BFR in writing at any time. Windstream will then cease analysis of the request.
- 1.4 Within two (2) business days of its receipt, Windstream shall acknowledge in writing, the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
- 1.5 Except under extraordinary circumstances, within twenty (20) days of its receipt of a BFR, Windstream shall provide to AURORA a preliminary analysis of the BFR. The preliminary analysis will include Windstream's proposed price (plus or minus 25 percent) and state whether Windstream can meet AURORA's requirements, the requested availability date, or, if Windstream cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why Windstream is not able to meet AURORA's requested availability date. Windstream also shall indicate in this analysis its Agreement or disagreement with AURORA's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If Windstream does not agree with AURORA's designation, it may utilize the Dispute Resolution Process described in the General Terms and Conditions §9.0. In no event, however, shall any such dispute delay Windstream's process of the request. If Windstream determines that it is not able to provide AURORA with a preliminary analysis within twenty (20) days of Windstream's receipt of a Bona Fide Need request, Windstream will inform AURORA as soon as practicable. The Parties will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.6 As soon as possible, but in no event more than forty-five (45) days after receipt of the request, Windstream shall provide AURORA with a BFR quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a price quote.
- 1.7 Unless AURORA agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a BFR will be made as specified in this Agreement, unless otherwise agreed to by AURORA.
- 1.8 Within thirty (30) days after receiving the firm BFR quote from Windstream, AURORA will notify Windstream in writing of its acceptance or rejection of Windstream's proposal. If at any time an Agreement cannot be reached as to the terms and conditions or price of the request, or if Windstream responds that it cannot or will not offer the requested item in the BFR and AURORA deems the item essential to its business operations, and deems Windstream's position to be inconsistent with the Act, FCC, or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set for in the General Terms and Conditions, §9.0 of the Agreement may be used by either Party to reach a resolution.

## **ATTACHMENT 20: DEFINITIONS**

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

**"Access Service Request" or "ASR"** means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Windstream and "AURORA" for local interconnection.

**"Act"** means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended by the Telecommunications Act of 1996, as may be subsequently amended or, as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

**"Ancillary Services"** are services which support, but, are not required for interconnection of telecommunications networks between two or more parties, e.g., 911 (if applicable) and Directory Services.

**"Automatic Location Identification" or "ALI"** is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address, and the means of the emergency response agencies that are responsible for that address. The Competitive Local Exchange Company will provide ALI record information in the National Number Association (NENA) version #2 format.

**"Automatic Location Identification/Data Management System" or "ALI/DMS"** means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

**"Calling Party Number" or "CPN"** is a feature of Signaling System 7 ("SS7") protocol whereby the 10-digit number of the calling party is forwarded from the end office.

**"CLASS (Custom Local Area Signaling Service) and Custom Features"** means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business Customers (e.g., call waiting, call forwarding and automatic redial).

**"Commission" or "PUC" or "PSC"** means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

**"Common Channel Signaling" or "CCS"** means a special network, fully separate from the transmission path of the public switched network that digitally transmits call setup and network control data.

**"Confidential Information"** has the meaning set forth in §6.0 of the General Terms and Conditions.

**"Contract Year"** means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

**"Customer"** means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement, and includes the term "End User". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

**"Customer Proprietary Network Information" or "CPNI"** means information that relates to the quantity, technical configuration, type, destination, and amount of a Telecommunications Service subscribed to by any Customer of a Telecommunications Carrier, and that is made available to the carrier by the Customer solely by virtue of the carrier

Customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a Customer of a carrier.

**"Discloser"** means that Party to this Agreement which has disclosed Confidential Information to the other Party.

**"E911 Service"** is a method of routing 911 calls to a PSAP that uses Customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

**"Effective Date"** is the date indicated in the Preface on which the Agreement shall become effective.

**"End Office"** means a local Windstream switching point where Windstream Customer station loops are terminated for purposes of interconnection to each other and to the network.

**"End User"** means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

**"Enhanced White Pages Listings"** means optional features available for residential White Pages Directory Listings (e.g., bold, italics, lines of distinction).

**"Exchange"** is the geographic territory delineated as an exchange area for Windstream by official commission boundary maps.

**"Exchange Access"** is defined in the Act.

**"Exchange Services"** are two-way switched voice-grade telecommunications services with access to the public switched network with originate and terminate within an exchange.

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

**"ICB"** means individual case basis.

**"Incumbent Local Exchange Carrier" or "ILEC"** has the meaning given the term in the Act.

**"Interconnection"** has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

**"Interconnection Agreement"** means the Agreement between the Parties entitled "Interconnection Agreement Under §§251 and 252 of the Telecommunications Act of 1996," dated July 16, 1996.

**"Interexchange Carrier" or "IXC"** means a telecommunications provider that provides long distance communications services between LATAs and authorized by the Commission to provide long distance communications services.

**"InterLATA"** has the meaning given the term in the Act.

**"IntraLATA Traffic"** means all IntraLATA calls provided by a LEC other than traffic completed in the LECs local exchange boundary.

**"Interconnection Point" or "IP"** is the point of demarcation at a technically feasible point within Windstream's interconnected network within the LATA, as specified in *Attachment 4* Section 2.1.1, where the networks of Windstream and AURORA interconnect for the exchange of traffic.

**"Local Access and Transport Area" or "LATA"** has the meaning given to the term in the Act.

**"Local Exchange Carrier" or "LEC"** means the incumbent carrier that provides facility-based Exchange Services, which has universal-service and carrier-of-last-resort obligations.

**"Local Service Provider" or "AURORA"** means a non-incumbent carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization) and authority necessary to provide Exchange Services.

**"Local Service Request" or "LSR"** means an industry standard form used by the Parties to add, establish, change or disconnect services provided under this Agreement.

**"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.

**"Operating Company Number" or "OCN"** means nationally recognized company codes set forth in Bellcore's LERG that will be used as the official identification code for each company that provides local exchange telephone service.

**"Parties,"** means Windstream and AURORA collectively.

**"Party"** means either Windstream or AURORA as applicable.

**"P.01 Transmission Grade of Service"** means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

**"Percent Interstate Local Usage" or "PLU"** is a calculation which represents the ratio of the local minutes to the sum of local IntraLATA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of the PLU.

**"Public Safety Answering Point" or "PSAP"** is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

**"Recipient"** means the Party to this Agreement, which has received Confidential Information from the other Party.

**"Service Provider Number Portability/Number Portability" or "SPNP"** means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without the impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

**"Signaling System 7" or "SS7"** means a signaling protocol used by the CCS network.

**"Telephone Exchange Service"** means wireline exchange connections amongst LEC End Users.

**"Telecommunications"** has the meanings given in the Act.

**"Termination"** means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called Party.

**"Territory"** means the incumbent local exchange areas within the states identified in Appendix A

**“Undefined Terms”** The Parties acknowledge that terms may appear in the Agreement that are not defined and agree that any such terms shall be construed in accordance with their end-user usage in the telecommunications industry as of the Effective Date of this Agreement.

**“Windstream”** has the meaning set forth in the preamble.

**“Work Locations”** means any real estate that Windstream owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

### ATTACHMENT 21: ACRONYMS

AMA	Automated Message Accounting
ASR	Access Service Request
BAN	Billing Account Number
BFR	Bona Fide Request
BRADS	Bellcore Rating Administrative Data Systems
CAP	Competitive Access Provider
CATS	Calling Card and Third Number Settlement System
CCL	Carrier Common Line
CCS	Common Channel Signaling
AURORA	Aurora Communications, Inc.
CLASS	Custom Local Area Signaling Service
CMDS	Centralized Message Distribution System
CPN	Calling Party Number
CPNI	Customer Propriety Network Information
EAS	Extended Area Service
ELCS	Extended Local Calling Service
EMI	Exchange Message Interface
EUCL	End User Common Line
FCC	Federal Communications Commission
FOC	Firm Order Commitment
ILEC	Incumbent Local Exchange Carrier
IP	Interconnection Point
ISDN	Integrated Digital Services Network
ISDNUP	Integrated Digital Services Network User Part
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LOA	Letter of Authority
LRN	Local Routing Number
LSCN	Local Service Request Confirmation
LSP	Local Service Provider
LSR	Local Service Request
MSA	Metropolitan Statistical Area
MTP	Message Transfer Part
MTS	Message Telephone Service
NEBS	Network Equipment Building System
NECA	National Exchange Carrier Association
NIIF	Network Interoperability Interface Forum
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
OCN	Operating Company Number
OLI	Originating Line Information
PIC	Primary Interexchange Carrier
PLU	Percent Local Usage
PON	Purchase Order Number
PSC	Public Service Commission
PUC	Public Utilities Commission
RDBS	Routing Data Base Systems
SLC	Subscriber Line Charge

SONET	Synchronous Optical Network
SPNP	Service Provider Number Portability
SS7	Signaling System 7
STP	Signaling Transfer Point
TCAP	Transaction Capabilities Application Part
Windstream	Windstream

### APPENDIX A – Billing Dispute Form

<b>Billing Company Contact Information Section:</b>				
1. Billing Company Name:		2. Billing Contact Name:		
3. Billing Contact Address:		4. Billing Contact Phone:		
		5. Billing Contact Fax #:		
		6. Billing Contact Email:		
<b>Disputing Company Contact Information Section:</b>				
7. Disputing Company Name:		8. Disputing Contact Name:		
9. Disputing Contact Address:		10. Disputing Contact Phone:		
		11. Disputing Contact Fax #:		
		12. Disputing Contact Email:		
<b>General Dispute Section:</b>				
13. Date of Claim: (yyyy-mm-dd):		14. Status:	15. Claim/Audit Number:	
16. Service Type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date:		24. Dispute Reason Code:		25. Dispute Desc:
23. Billed Amount: \$ _____				
26. Disputed Amount: \$			29. Dispute Bill Date From:	
27. Disputed Amount Withheld: \$			Dispute Bill Date Thru:	
28. Disputed Amount Paid: \$				
<b>Dispute Information Section:</b>				
30. Rate Element/USOC:		31. Rate:      Billed      Correct		
<b>Factor Information:</b>		36: Jurisdiction		
32. PIU: Billed      Correct		<input type="checkbox"/> Non Jurisdictional		
33. PLU: Billed      Correct		<input type="checkbox"/> Inter/Interstate		
34. BIP: Billed      Correct		<input type="checkbox"/> Intra/Interstate		
35. Other Factors:		<input type="checkbox"/> Intra/Intrastate		
Billed      Correct		<input type="checkbox"/> Inter/Intrastate		
		<input type="checkbox"/> Local		
		37. Mileage: Billed      Correct		
		38. Contract Name/#:		
		39. Business/Residence Indicator:		
		40: State:		
		41: LATA:		
<b>Facilities/Dedicated Circuit Dispute Information Section:</b>				
42. PON:		48. TN/All:		
43. SON:		49. Point Code:		
44. EC Circuit ID:		50. USOC Quantity:		
45. Circuit Location:		51. Two-Six Code:		
46. IC Circuit ID:				
47. CFA :				
52. Facilities From Date:		Thru Date:		

<b>Usage Dispute Information Section:</b>			
53. End Office CLLI:		54. TN/All:	
55. Usage Billed Units/Quantity:		56. Usage Billed Units/Quantity Disputed:	
57. Directionality: <input type="checkbox"/> N/A <input type="checkbox"/> Orig. <input type="checkbox"/> Term. <input type="checkbox"/> Combination		58. Query:	59. Query Type:
60. OC&C SON:		61 OC&C PON:	
62. Usage From Date:                      Thru Date:			
<b>Information Section:</b>			
63. Tax Dispute Amount:		64. Tax exemption form attached : <input type="checkbox"/>	
65. Invoice(s) LPC billed:			
66. LPC paid, date of payment:			
<b>OTHER</b>			
67. Other remarks			
<b>Resolution Information Section:</b>			
68. Resolution Date:			
69. Resolution Amount: \$		70. Resolution Reason:	
71. Adjustment Bill Date:		72. Adjustment Invoice Number:	
73. Adjustment Phrase Code(s):	74. Adjustment BAN/	75. Adjustment SON:	
76. Disputed Amount: \$		77. Amount Credited: \$	
78. Bill Section Adjustment will appear on: OC&C _____ Adjustment _____			
79. Resolution remarks:			